LEGAL LIABILITY FOR DAMAGE BY FLOODS AND TIDES p. 40.
THE AUDIT (LOCAL AUTHORITIES) ACT, 1927 - - - p. 42.

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXII. No. 3 [PAGES 37 TO 56]. **Saturday, January 21, 1928.** PRICE 1s.

FLOWERDEW & CO.,
Translations of Notarial Quality.
WORK DONE ON PREMISES BY PERMANENT STAFF.
227-228, STRAND (*Facing Law Courts*).
'Phone: City 1155 (3 lines). Tel.: "Flowerdew, London."
CITY OFFICES:—11, POULTRY, E.C.2.

THE GUARANTEE SOCIETY, LIMITED,
which has been in existence for a period of upwards of 85 years for the transaction of
FIDELITY INSURANCE
is enabled to place at the disposal of employers generally, and to all who require Guarantees for Official and other Appointments, the advantages of its unrivalled experience in this class of business.
COURT BONDS
A SPECIALITY.
Other Departments:
FIRE, ACCIDENT,
BURGLARY, CONTINGENCY.
19, Birchin Lane, London, E.C.3.
Telephone: CENTRAL 813 and 814.

ESTABLISHED 1809.
NORTH BRITISH & MERCANTILE
INSURANCE COMPANY, LTD.
FIRE LIFE
ANNUITIES ACCIDENT
BURGLARY MOTOR MARINE
AND OTHER CLASSES OF INSURANCE
TOTAL FUNDS EXCEED
£33,875,000.
TOTAL INCOME EXCEEDS
£10,052,000.
CHIEF OFFICES:
LONDON: 61, Threadneedle Street, E.C.2.
EDINBURGH: 64, Princes Street.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 6041 (eleven lines).

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION, LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

"LAW NOTES" LENDING LIBRARY
for PRACTITIONERS and STUDENTS.
SUBSCRIPTIONS FROM £1 1S. PER ANNUM. For information—
THE LIBRARIAN, "Law Notes" Library,
25 and 26, Chancery Lane, London, W.C.

Telephone: CITY 5627 (2 lines).
MATTHEWS & GOODMAN,
Auctioneers, Surveyors & Estate Agents.
VALUERS FOR ESTATE DUTY, REAL ESTATE, COMPENSATION CLAIMS, CHATTELS,
RATING SURVEYORS. ESTATE MANAGERS.
Branches: HAMMERSMITH and LEYTONSTONE.
35, BUCKLERSBURY, E.C.4.

ELOCUTION.
Mr. CHARLES SEYMOUR gives PRIVATE LESSONS in PUBLIC SPEAKING (forensic, political, after-dinner), fluency, retention of ideas. Voice production, audibility.
EXTEMPORE DELIVERY, Modulation, Breathing, Reading, Reciting, Phonetics.
DISTINCT ARTICULATION and correction of Speech-Defects. *Thirty-page Prospectus forwarded.*
401, STRAND (opposite Hotel Cecil), W.C.2.
GERRARD 6697.

COSTS.
G. PORTER NIXON & CO.,
LAW COSTS DRAFTSMEN,
35, BEDFORD ROW, LONDON, W.C.1.
BILLS OF COSTS of all kinds Advised upon, Settled or Taxed. Town or Country.
Costs Departments Managed. Telephone: Chancery 7528.

STEVENS & SONS, LTD.,

Law Publishers, Booksellers and Exporters.

Licensed Valuers for Probate, Partnership, &c.

Every description of Law Work Sold or Purchased.

119 & 120, CHANCERY LANE, W.C.2.

Telephone: HOLBORN 1386.

Catalogue of New or Second-hand Law Books post free.

JUST PUBLISHED. Price £1 net; postage 9d.

SOPHIAN'S TRADE UNION LAW.

A Treatise on the Law and Practice relating to Trade Unions; with special chapters on Restraint of Trade and Conspiracy, and a detailed consideration of the TRADE DISPUTES ACT, 1927.

By T. J. SOPHIAN, Barrister-at-Law.

"A most useful and workable handbook on Trade Union law and practice. It is no mean task to write a clear and readable guide helpful alike to lawyer and layman who have to administer the labour laws, but the author of this work has proved successful."—*Solicitors' Journal.*

THE KELLY LAW-BOOK CO., LTD.

BUY AND SELL all descriptions of **LAW BOOKS** (New and Second-hand).

Please Address:

THE KELLY LAW-BOOK CO., LTD.

57, CAREY STREET, CHANCERY LANE, W.C.2.

*** Valuations made upon Moderate Terms.

LORD MAYOR TRELOAR

CRIPPLES' HOSPITAL AND COLLEGE

355 Crippled Children under treatment in the Hospitals at Alton and Hayling Island.

50 Crippled lads learning useful trades in the College at Alton.

DEPENDENT ON VOLUNTARY SUPPORT.

WILL YOU HELP THOSE WHO CANNOT HELP THEMSELVES?

Communications to:
Secretary, 25, Ely Place, London, E.C.1.

ORDER ALL

LAW BOOKS

FROM

THE SOLICITORS' LAW STATIONERY SOCIETY, Ltd.,

LAW BOOKSELLERS,

22, CHANCERY LANE, W.C.2, & Branches.

Telegrams: "OYEZ FLEET, LONDON."
Telephone: HOLBORN 0162.

FIXED INCOMES.—HOMES FURNISHED on an equitable system of DEFERRED PAYMENT, specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE & CO., Tottenham Court-road, London, W.1.

JUST PUBLISHED

THE

LANDLORD & TENANT ACT, 1927

With full Explanatory Notes and an Introductory Sketch of the effect of the Act

BY

CECIL R. HAVERS

Of the Inner Temple and South-Eastern Circuit, Barrister-at-Law

144 pages Demy 8vo.
PRICE 5s. net; postage 3d.

PUBLISHED BY

GEO. BARBER

Furnival Street, Holborn, and Cursitor Street, Chancery Lane } LONDON, E.C.4

IN THE PRESS FOR EARLY PUBLICATION.

LANDLORD and TENANT ACT, 1927.

WITH EXPLANATORY NOTES ON EACH SECTION AND INDEX.

BY

S. P. J. MERLIN

(of Gray's Inn and the Middle Temple, Barrister-at-Law).

IN CLOTH 5s. net.
Post free 5s. 6d.

WATERLOW & SONS, Ltd.

LONDON WALL & BIRCHIN LANE, LONDON.

JUST PUBLISHED. **£2 1s. net, post free.**

THE ANNUAL COUNTY COURTS PRACTICE, 1928

General Editor:
His Honour Judge RUEGG, K.C.

Assistant Editor:
H. P. STANES,
Registrar of the Hanley County Court.

For 47 years this has been the leading book of practice in the County Courts.

SWEET & MAXWELL, Ltd., 2 and 3, CHANCERY LANE, LONDON, W.C.2.

STEVENS & SONS, Ltd., 119 and 120, CHANCERY LANE, LONDON, W.C.2.

JUST PUBLISHED.
4s. 3d. net, post free.

THE

LANDLORD AND TENANT ACT, 1927.

AN EXPOSITION OF THE NEW LAW,

TOGETHER WITH

AN ANNOTATED COPY OF THE ACT AND AN INDEX.

By **T. J. SOPHIAN,** Barrister-at-Law.

An Act introducing ENTIRELY NEW LAW and vitally affecting the relations between Landlord and Tenant.

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iv.

VOL. LXXII. **Saturday, January 21, 1928.** No. 3

Current Topics: Dominion Governors-General—Sir John Simon—Ambassadorial Immunities—The Englishman's Castle—The Deaf Mute—Effect of a Foreign Judgment — Libel by Portrait—Verbal Agreement—Secret Trust—Criminal Kindness .. 37
Legal Liability for Damage by Floods and Tides 40
The Landlord and Tenant Act, 1927 41
The Audit (Local Authorities) Act, 1927 42
A Conveyancer's Diary 43
Landlord and Tenant Notebook .. 43
Our County Court Letter 44
Practice Notes 44
Reviews 45
Books Received 45
Obituary 45
Points in Practice 46
Reports of Cases 48
Notes of Cases 49
Parliamentary News 50
Societies 50
Legal Notes and News 52
Circuits of the Judges 53
Court Papers 54
Stock Exchange Prices of Certain Trustee Securities 56

Current Topics.

Dominion Governors-General.

THE ANNOUNCEMENT that the EARL OF ATHLONE has been requested by the Dominion Government of South Africa to prolong his term of office, and HIS MAJESTY has agreed that he should do so, is at once a striking tribute to the personal popularity of the Earl in South Africa, and of the services he has been able to render during the time he has filled his high office, and is besides of good augury for the continued happy relations between the Dominion and the homeland. Unlike the cases of Canada, and Ireland, the South African constitution contains no prohibition of a second term of office of the Governor-General. When the Canadian constitution was granted there may have been a lurking fear in the minds of Canadian statesmen that the representative of the Crown resident in their midst might, if a second term were permissible, begin to exercise an undue pressure on the country's politics—a pressure against local feeling and aspirations. If such a fear existed, history has shown it to have been extremely unlikely to be realised; but the prohibition then decided upon has continued in existence. Ireland modelled her constitution on that of Canada, and she has now received her new Governor-General. But South Africa, untrammelled by any similar prohibition, has exercised her free choice and has determined upon asking for a second term of office for her popular Governor-General.

Sir John Simon.

BEFORE DEPARTURE to begin his arduous and responsible duties as Chairman of the Indian Statutory Commission, Sir JOHN SIMON announced his intention to retire from active practice at the Bar. The announcement has for the past week formed the chief topic of discussion among all members of the profession. Sir JOHN'S position of supremacy, the consequent princely scale of his income and his decision to retire when in the prime of life and at the zenith of his career have made the discussions lively as well as widespread. A thorough training in the general principles of the law, a complete mastery of the technique of pleading and argument, a wonderful memory for all kinds of detail, an infinite capacity for hard work, a strong constitution, a suave but at the same time forceful manner, combined together in a great personality to produce one of the most brilliant advocates of modern times. It is interesting to note that it was before judges that Sir JOHN was most consistently successful; his very brilliance in fact may well have militated against his success with a jury.

All members of the profession will join to wish the Chairman of the Indian Commission the highest measure of success in his new sphere of service to the Empire.

Ambassadorial Immunities.

THE RECENT unfortunate accident in Washington, involving injury to an American child, caused by what is alleged to have been the negligent driving of the British Ambassador's motor car by his son, a boy of fourteen, implies no legal liability on the part of the Ambassador, or his son, even if negligence on the part of the latter could be established beyond question. This immunity is given by the rules of International Law. By these an ambassador or other diplomatic representative is not subject to legal process in the country to which he is accredited. Such persons cannot be compelled to appear in court and plead, but they may, if they choose, waive their privilege, in which case the courts will treat them as ordinary parties or witnesses. If their evidence is required, they may be requested to appear and give it, but, as has been pointed out, they are not subject to compulsion. In 1856 the Dutch Minister at Washington was requested to give evidence in a criminal case, but he refused to appear although he expressed his willingness to make a deposition. The Dutch Government declined to order him to give evidence publicly, and the United States retaliated by requesting his recall. At the trial of GUITEAU for the assassination of President GARFIELD, the Venezuelan Minister at Washington appeared as a witness and gave his evidence in open court. The immunity conferred on a diplomatic representative is not limited to himself personally, but extends to his family and household. Sometimes, however, the privilege may be waived as was done by the Chilian Chargé d'Affaires in Belgium some years ago, when his son was alleged to have killed the secretary of the legation. After obtaining the assent of his government, the Chargé d'Affaires waived his privilege, and the son was put upon his trial and acquitted. In certain circumstances a waiver of diplomatic privilege may be politic and wise, but of course this cannot be done in every case.

The Englishman's Castle.

THE CASE in which the police searched a farmer's premises on the authority of a search warrant for "fowls or cocks or instruments used for fighting or baiting" is of interest in demonstrating the narrow limits of English "*droit administratif*." The police have no inherent power in pursuance of their duties to search either dwelling-houses or business

premises. Justices of the Peace, however, have always had a common law power to grant a search warrant for stolen goods, on information showing reasonable belief that they will be found on certain premises, and their jurisdiction to grant search warrants in respect of other matters is extended by over forty statutes. The Protection of Animals Act, 1911, however, which by s. 1 (1) (c) forbids the keeping or using of animals for fighting or baiting, is not one of them. In the present case Mr. RUDDIE, the plaintiff, alleged that the police, acting on a warrant purported to be granted by the defendant SAINSBURY, but *ultra vires*, searched his house and did damage. In respect of the defendant constables, who acted in pursuance of the search warrant, the judge held that they were within the ambit of the Police Constables Protection Act, 1750, s. 6, and so were entitled to judgment. This statute gives immunity to policemen who act on a warrant granted by a justice *ultra vires*, and the Justices Protection Act, 1848, s. 2, renders a magistrate liable for any act wrongfully done in excess of his jurisdiction. The combined effect of the Acts is to place all the civil responsibility on the magistrate, whose duty it is to take care not to exceed his jurisdiction. The execution of an unauthorised warrant may well be deemed a trespass of an aggravated nature, for no ordinary householder could safely offer forcible resistance, though he would really be entitled to do so. It is to be noted that a magistrate's *bonâ fide* mistake of fact on which he grounds his belief that there is reason for suspicion will protect him if the warrant granted on such facts would have been legal: see *Hope* v. *Evered*, 1887, 17 Q.B.D. 338. But a warrant granted under a mistake of law is not so protected.

The Deaf Mute.

THE RECENT case of a deaf and dumb prisoner appearing before Mr. Justice ACTON at the Devizes Assizes, and the consequent proceedings requiring the jury, before the case continued, to determine whether the prisoner was "mute of malice or by the visitation of God," is sufficiently rare to be worthy of note. An early reference to the matter is a statute of 1772, Geo. 3, c. 20, which provided for the immediate passing and execution of sentence upon any person standing mute on a charge of felony or piracy. Close upon the passing of this Act came *Mercier's Case*, in 1777, 1 Leach, C.C. 183. When no answer was forthcoming from the prisoner in that case, indicted on a charge of murder, the jury were put on oath to inquire into the matter. The form of the oath was as follows: "... You shall diligently enquire ... whether" (the prisoner) "... stands mute fraudulently, wilfully, and obstinately, or by the providence and act of God according to your evidence and knowledge." The jury found that he was mute fraudulently, etc., and sentence of death was immediately passed, followed comparatively soon after by execution. In *R.* v. *Halton*, 1824, Ryan & Moody, Vol. 1, 78, the jury were required to decide whether the prisoner, who was deaf only, stood mute of malice or not, and *R.* v. *Roberts*, Car. C.C., 57, establishes that his counsel has the right to address the jury and call witnesses on his behalf. Section 2 of 7 & 8 Geo. 4, c. 28, 1827, makes it lawful for the court, if it thinks fit, to enter a plea of "not guilty" on behalf of any person arraigned upon or charged with any indictment or information for treason, felony, piracy or misdemeanour, if he stands mute of malice, but it is essential that a jury be empanelled to try the question of malice, *R.* v. *Israel*, 2 Cox C.C., 263. It was held in 1827 in *R.* v. *Thompson*, 2 Lew. C.C. 137, that a prisoner might be arraigned for a capital offence provided he could be made to understand by signs or symbols, although he was *mutus et surdus a nativitate*. Different considerations arise when he is entirely unable to appreciate what is happening. In the case of *R.* v. *Berry*, 1876, 1 Q.B.D. 447, a jury found a deaf mute guilty of felony, but that he was incapable of understanding, and did not understand the proceedings at the trial. On a case stated, it was held that he could not be convicted, but must be detained as a non-sane person during the Queen's pleasure.

Effect of a Foreign Judgment.

THE CASE of *Jacobson* v. *Frachan* (before the Court of Appeal on 23rd November) justifies the hesitation with which DICEY states the effect upon a foreign judgment of its being opposed to *natural justice*. "A foreign judgment," he says, "may sometimes be invalid on account of the proceedings in which the judgment was obtained, being opposed to natural justice. ... But in such a case the court is generally not a court of competent jurisdiction." (Conflict of Laws, 4th Ed., R. 107, p. 444.) It is too frequently repeated—without reference to the poverty of judicial authority—that no English court will ever enforce a foreign judgment which is contrary to natural justice. If the assertion is true, then the present case merely serves to show that the words "natural justice" cannot be allowed to bear their ordinary meaning. Here the plaintiff, who carried on business in London, had bought silk from the defendant, a silk merchant of Lyons. The plaintiff complained that the goods were not of contract quality and brought an action in a French court. Judgment was given against him, and that judgment was based upon the report of an expert whom the French court had appointed to examine the goods. That report was an "uncandid production of a biased and prejudiced mind." The expert had refused to examine the goods and to hear the plaintiff's witnesses; there was ample evidence to show that the expert was one whom the French court should never have appointed, and one who had failed to exercise his functions in the manner that would be expected of an expert in this country. Nevertheless, the Court of Appeal had no difficulty in finding that there had been no miscarriage of natural justice by the French court. "However indignant the plaintiff and his advisers might feel ... the evidence before the court fell far short of what was necessary to get over the judgment of the French court" (per Lord HANWORTH, M.R.). It is interesting to compare this judgment with that in *Price* v. *Dewhurst*, in 1837. There a judgment of a Danish court with regard to the validity of a will was successfully impeached on the ground that the court was composed of persons, some of whom were interested in the property in dispute, and that its decision was therefore contrary to natural justice. The line is a fine one—if it exists at all—between a biased expert and a biased court. The following have *not* been judicially regarded as violations of natural justice—a refusal to admit evidence which is admissible by English law; a failure to consider evidence of fraud; an obedience to the leaders of a reign of terror. But it has been held that a failure to give notice to the defendant of the proceedings which ended in judgment against him *does* amount to such violation—at any rate, if the defendant was not *resident* in the foreign country where the proceedings occurred (*Rudd* v. *Rudd*, 1924, P. 72). The temptation is therefore a strong one—to say that a denial of natural justice means a denial of notice and nothing more. "It is at least arguable," says DICEY, "that, whenever a foreign judgment is impeached on the ground of opposition to natural justice, it is invalid, if at all, on the ground that the court is not a court of competent jurisdiction."

Libel by Portrait.

THE RISE of the pictorial press continues to be a source of embarrassment to some who have publicity thrust upon them. Those who seek obscurity for matrimonial or financial reasons have small hope of recovering damages for libel, but a member of a profession in which advertising is prohibited is in a better position. The first impression formed by colleagues in the hospital, law courts or stock exchange is usually unfavourable. The victim usually points out,

however, that once one has become "news," the thing is like a snowball which cannot be overtaken. Another consideration is that while the leaders of all professions are constantly being featured or paragraphed, a certain latitude must be allowed to the struggling mediocrity or beginner. Professional bodies are slow to protest if a member's photograph is published by reason of exploits in another sphere, e.g., as an athlete, sportsman, or even as the husband of a prominent personage. But when the photograph is published several times in connexion with a member's work, the governing body become restive. This is especially the case if the photograph is accompanied, not by a statement as to a past event, but by words of futurity. Examples of the latter are: "Dr. X, who will address the . . . Society on a new cure for . . . at its next meeting"; or "Mr. Y, who is briefed for the defence in the . . . case at the forthcoming Assizes." A protest to the editors would in most cases cause the annoyance (if any) to cease, but the demands of the public, and circulation requirements, may render it impossible for the editor to acquiesce—if the person has by some means (possibly beyond his control) become "news." To prove his *bonâ fides* to the governing body of his profession, the victim may have recourse to an action for libel. Words or pictures are defamatory if they expose the plaintiff to hatred, ridicule, or contempt, or convey an imputation on him disparaging or injurious to him in his business or profession. What is the innuendo if an ordinary portrait (not a caricature) be published, together with a perfectly true statement as to the subject's movements? It is conceived that a statement of claim containing the following would disclose a good cause of action: "By the publication of the said photograph and letterpress the defendants meant and were understood to mean that the plaintiff had connived at the publication of the said photograph and information in the defendants' said newspaper, and had broken the rule of his said profession by which advertising is prohibited and was unworthy to associate with his colleagues, whereby he has suffered damage and injury to his reputation." The case of the life-saver who shrinks from being made a tin god is somewhat more difficult, but an allegation that "the defendants meant and were understood to mean that the plaintiff was actuated by motives of vanity and was unworthy to associate with men of approved courage," might meet the case. The circumstances vary according to whether the publication occurs in a large daily or small weekly paper, as local organs are often known to depend for their "copy" on inspired communications.

Verbal Agreement.

"GET IT IN WRITING" is the obvious advice invariably proffered when the relationship between contracting parties suggests, however remotely, the possibility of future dispute. Laymen as well as lawyers are widely cognisant of the advisability of conforming to this advice, and the latter, at all events, are rarely found wanting. Just, however, as legal luminaries occasionally surprise and mystify the general public by the erroneous drafting of their wills, so one is no less surprised to find solicitors entering into complicated contractual relations with one another without a written agreement. The point is excellently illustrated by the case of *Stroud* v. *W. H. Court & Son*, before Mr. Justice SHEARMAN on the 11th and 12th January. Both parties were solicitors of the Supreme Court. The plaintiff pleaded that he had entered into a verbal agreement with the defendants to occupy two rooms adjoining the offices of the latter at an annual rental of £75, and that it was later verbally agreed that he should pay half the salary of the defendants' conveyancing clerk. It was further pleaded that an agreed term of the first verbal agreement was that the defendants should conduct such of the plaintiff's legal work as he should hand over to them, on the basis of one-half profit costs. It was in respect of sums under the last head that the action was brought. The defendants, admitting the oral agreements with the plaintiff, alleged a different construction, and also counter-claimed. The case was, however, amicably settled between the parties. Had the matter proceeded to judgment it would have been interesting to note whether any, and if so what, comment would have been made by his lordship on the absence of written agreement.

Secret Trust.

AN INTERESTING question which has long afforded scope for the ingenuity of counsel and the deliberation of judges has just been decided, or at least received further confirmation, in the case of *In re Blackwell, Blackwell* v. *Blackwell*. The question was as to the cases in which a Court of Equity will give effect to a trust not disclosed or not fully disclosed in the testamentary instrument and as to what evidence is admissible. In the above-mentioned case the testator, after making a will in favour of his wife and children, made a codicil by which he bequeathed £12,000 to five friends upon trust to apply the same "for the purposes indicated" by him to them. The codicil was in fact prepared by C, one of the five trustees, upon instructions given to him verbally by the testator, and on the same day, shortly after the execution of the codicil, C wrote out a memorandum of the details of the instructions for the trust. Under these circumstances the widow and son of the testator claimed that there was no valid trust of the legacy, which ought therefore to fall into residue. EVE, J., held that the evidence was admissible and had established a valid trust; he thought the point was concluded so far as that court was concerned by *In re Fleetwood*, 15 Ch. D. 594. That case has been doubted and distinguished and followed and not followed, but it has survived for nearly fifty years. The difficulty is that the Wills Act, 1837, declares that no will shall be valid unless it be in writing, but the cases or majority of them decide that a will may be valid though only partly in writing. The point is a formidable one and may yet prevail, but in any case it does not seem likely that we have heard the last of it.

Criminal Kindness.

THE DOG-LOVER must steer a middle course between the Royal Society for the Prevention of Cruelty to Animals and the police. The Protection of Animals Act, 1911, s. 1, provides that if any person (*a*) shall . . . being the owner, permit any unnecessary suffering to be caused to any animal, such person shall be guilty of an offence of cruelty within the meaning of the Act. The same section creates an offence if "any person," not necessarily the owner, by procuring the omission of any act, causes any unnecessary suffering. If an emaciated dog is repeatedly seen on or about the same premises, the occupier may be summoned under the above section for causing unnecessary suffering by failing to feed the animal. Whether he is summoned as "any person" or as "being the owner," he would probably not be convicted under the above section if he can prove that the dog was a stray, and that he occasionally fed it out of kindness. The disclosure of such facts, however, may lead to a summons being issued by the police under the Dogs Act, 1906. Section 4 thereof provides that any person who takes possession of a stray dog shall either return it to the owner or give notice in writing to the police. In a recent case a defendant under the last-named section pleaded that in feeding the dog he was doing a kindness in ignorance. The dog was free to come and go as it liked. The magistrate imposed a fine of 4s. 3d., and ordered the defendant to hand the dog to the police, although the latter order appears to have been made without jurisdiction. The defendant was fined a further 4s. 3d. under the Dog Licences Act, 1867, s. 8, for not having a licence. It is a startling result, as the first conviction involves the finding of fact that the dog is a "stray." How is it then possible to support the second conviction for "keeping" the dog? Both convictions, as well as the order, appear to be bad.

Legal Liability for Damage by Floods and Tides.

(PART I.)

THE recent London disaster has naturally raised the issue whether it was preventable, and, in the words of KING EDWARD, "If preventable, why not prevented?" In this connexion authoritative reference has been made to the Metropolis Management (Thames River Prevention of Floods) Amendment Act, 1879, No. CXCVIII of the year's series of local and private Acts. From the preamble this clearly relates to tides as well as floods from the upper river. Probably because of its limited scope, it is not printed in the text-books on local government ordinarily in use. Section 5 may therefore be quoted: "From and after the passing of this Act, the execution of all flood works shall be subject to and in accordance with such plans or specification as the Board may from time to time approve, and such works shall be carried on and completed to the satisfaction of the Board, and save as aforesaid no such work shall be commenced, carried on, or completed." By s. 3 the local limits of the Act were those of the Principal Act, namely the Metropolis Management Act of 1855. These appear from s. 250 and Schedules (A), (B) and (C) of the latter Act, and include all the districts suffering material damage in the present case. "The Board" was, of course, the Metropolitan Board of Works. This was dissolved by Parliament, and its powers and liabilities transferred to the London County Council by the Local Government Act, 1888, s. 40 (8). The Flood Prevention Act provided for certain penalties, fines and forfeitures, but they were to be sued for and recovered by the Board, on which no specific penalty was imposed for any non-feasance or misfeasance of its own duties under s. 5. And any person who sought to cast on the council a civil liability for such non-feasance or negligence would certainly start with some formidable authority to distinguish, such as *Cowley* v. *Newmarket Local Board*, 1892, A.C. 345 (no action for non-feasance of duty to keep highway in repair), and *Saunders* v. *Holborn District Board of Works*, 1895, 1 Q.B. 65, where the sanitary authority had the express statutory duty of removing snow from the roads under a £20 penalty, and its failure to do so resulted in injury to the plaintiff. Judgment was then given against him on the ground that the Holborn Board was under no civil liability to him or to anyone else for failure to discharge their statutory duties. In the present case there might perhaps be some distinction between the failure to raise barriers to a height sufficient for this extraordinary flood and suffering barriers to remain which, whether from lack of repair or otherwise, proved inadequate for their task of holding water up to their level. This distinction is brought out in the case of *The Sanitary Commissioners of Gibraltar and Orfila*, 1890, 15 A.C. 400: see p. 411. In that case the Commissioners took over an age-long duty of keeping the retaining wall of an old Moorish castle abutting a road in repair, and the wall had given way through a latent defect in construction. They were therefore held not to be liable. Reference may also be made to *R.* v. *Marshland Smeeth & Fen District Commissioners*, 1920, 1 K.B. 155, in which case an owner of land recovered damages from the Commissioners in respect of their failure to perform the statutory duty imposed on them of keeping his land properly drained. In that case, however, there was a prerogative writ of mandamus, in which circumstances damages could be obtained by statute upon the traverse of a false return, even though no action would have otherwise lain.

The above authorities will show the difficulty of bringing home any civil liability even if negligence could be found in the failure to guard against a tide high beyond all precedent. It may, however, be noted that in the case of *Nitrophosphate, etc., Co.* v. *London & St. Katherine's Dock Co.*, 1878, 9 C.D. 503, civil liability was brought home to the defendants in the exactly similar circumstances of a record tide, and notwithstanding that that tide was found in law to be an "act of God": see p. 516. Incidentally, it is not without interest to note that the extreme high tides between 1868 and 1877, as appearing on p. 509 of the report, are, when the additional 12 feet 6 inches have been added for the Board of Works datum line, noticeably lower than the high tides between 1881 and the present day, a list of which has just been published. Thus, from that datum line, the record tide in the *St. Katherine's Dock Case, supra*, was 17 feet, equalled thrice and exceeded eight times since that date, not including the 1928 record on 7th January, of 18 feet 5 inches, the previous highest being 17 feet 6 inches in 1881 and 1884. The Board of Works at first required the protective banks and defences to be 17 feet 6 inches above datum line, and raised the standard to 18 feet after the tide of 1881.

It may be added that the Flood Prevention Act, 1879, has been the subject of at least one decision, namely *L.C.C.* v. *L. B. & S. C. Rly*, 1906, 2 K.B. 72, in which the Council unsuccessfully sought to make the company liable for causing a gap in a certain river bank when they were repairing it, and so allowing the water to flow through. It was held, though not without some doubt, that, if there was a penalty, the council were proceeding under the wrong section. The case would throw no light on the present problem.

In respect of maintenance as distinct from the organisation and planning of flood works (for which the council appears from the Act to be exclusively responsible), s. 22 throws the burden on the various persons and bodies which by s. 6 had to provide for the execution of the flood works planned by the Board or by its successor, the Council. These were local owners or, for premises under the control and management of the Commissioners of Sewers, local vestries and boards of works whose functions have generally devolved on the district councils created by the London Government Act of 1899. The responsibility cast by the Act, however, is exclusively to the Council as successor to the Board. This responsibility is discussed in the *L.B. & S.C.R. Case, supra*. Civil responsibility to persons damaged by the tide would probably be decided in accordance with the cases above quoted, and the *Holborn District Council Case* above is strong authority against such liability, which would presumably fall on the ratepayers.

It seems clear that, although the actual river flood, as distinct from the tidal waters, may have been a contributory factor in the overflow, it was comparatively a minor one. Last year, as a choice of evils, the Governor of Texas ordered a bank or "levée" of the Mississippi to be broken, thereby flooding hundreds of square miles of valuable sugar land, in preference to allowing the river to overwhelm the great city of New Orleans. The Thames Conservators have certain powers under s. 75 of the Thames Conservancy Act, 1894, of regulating the flow of the river by opening or shutting sluices, etc., in order "as far as reasonably practicable to prevent the waters of the Thames from being at any place above the level of any head-water mark for the time being fixed at such place." The duties of the Conservators in respect of the river below Teddington are transferred to the Port of London Authority by s. 7 of the P.L.A., 1908, but of course the latter authority cannot open and shut sluices above their jurisdiction. There is machinery, however, for the Port Authority to complain to the Ministry of Health if the Conservancy fails in its duties: see s. 8 (7) (*a*).

The tide indeed appears to have suddenly piled itself up consequently on the cumulative working of various factors never previously operating simultaneously in such degree. It gave little or no warning of its overwhelming nature, and, if the various bodies concerned were blameless for not having anticipated it a week or a year before it occurred, it seems difficult to fix blame for failure to take steps in the time between warning and fulfilment, perhaps less than an hour, and then well after midnight. Possibly the result will be a

permanent organisation for warning, like that which so efficiently functioned during the air raids. A few maroons at Westminster would have been disturbing, but, had their purpose been known, would surely have saved life.

Ordinary civil liabilities of private persons in respect of floods and the maintenance of protections against them will be discussed in a later number.

The Landlord and Tenant Act, 1927

[COMMUNICATED.]

(*Continued from p.* 24.)

CONTRACTING out of the provisions of Pt. I of the Act is allowed by s. 9 to a limited extent. A contract, entered into *before* the 9th February, 1927, contemplating such an enactment and excluding it in anticipation would be effectual. So also, a contract made on or after that date purporting to deprive a person of any rights under Pt. I, if made for adequate consideration, will, it seems, be given effect to. The right of a tenant to made deductions of money due to him under the Act from what is payable under his tenancy to the landlord, and the right of the landlord to deduct what is due to him under the tenancy from what is payable by him under the Act, are conferred by s. 11. Where a landlord has to pay increased rates, taxes or premiums by reason of improvements executed by the tenant under the Act, he is entitled under s. 16 to recover the amount from the tenant.

The definition clause of Pt. I (s. 17) has been materially altered since the Bill was introduced. Section 12 of the Bill as introduced, which corresponds to s. 17 of the Act, excluded entirely from Pt. I any premises used for professional purposes. It was pointed out in THE SOLICITORS' JOURNAL, in its issue of the 9th April, 1927, that although it is reasonable that the compensation given in respect of goodwill should not apply where the premises are used for professional purposes—since goodwill in such cases is personal and is not *attached to the premises*—nevertheless, " so far as regards compensation for improvements, it is difficult to see why a distinction should be drawn between business and professional tenants." The suggestion here made has been acted upon, and the Bill aspassed contains a proviso that so far as Pt. I relates to improvements, " premises regularly used for carrying on a profession shall be deemed to be premises used for carrying on a trade or business."

Part II of the Act, which is not confined to holdings used for trade or business but concerns the relations of landlord and tenant generally, is directed mainly to two objects—(1) amendment of the law governing the damages recoverable for breach of a repairing covenant, and (2) the compulsory modification of an absolute covenant (when found in a lease) against assignment or under-letting. It will no longer be possible to claim as the measure of damages for breach of a repairing covenant on the termination of a lease the amount it would cost to put the premises into the condition in which they ought to have been left. By s. 18, the damages for breach of a covenant to keep or put premises in repair during the currency of a lease, or to leave or put them in repair at the termination of a lease, is in no case to exceed the amount by which the value of the reversion is diminished owing to the breach of such covenant; and it is specially provided that no damages are to be recoverable, if it is shown that the premises would (whatever their condition) be pulled down at or shortly after the termination of the tenancy, or such structural alterations made therein as would render the repairs valueless. By sub-s. (2) a right of re-entry is not to be enforceable unless it is proved that the fact that a notice has been served under s. 146 of the L.P.A., 1925, was known to the lessee, or to an underlessee (where a nominal reversion was reserved), or to the person who last paid the rent due under the lease. The section applies whether the lease was made before or after the commencement of the Act.

By s. 19, in all leases, whether made before or after the commencement of the Act, containing a covenant or condition against assigning, underletting or parting with possession of the premises without licence or consent, such covenant or condition is to be deemed (notwithstanding any express provision to the contrary) to be subject to a proviso that the licence or consent is not to be unreasonably withheld. And, in the case of a lease for more than forty years, made in consideration of the erection or alteration of buildings, such a covenant or condition (unless the lessor is a Government department or public authority) is to be deemed to be subject to a proviso that in the case of an assignment, underletting or parting with possession more than seven years before the end of the term, no licence or consent is to be required, if notice in writing of the transaction is given to the lessor within six months after the transaction.

Section 19 (2) contains a similar provision applicable to cases where a lease contains a covenant or condition against the making of improvements without licence or consent. Any such covenant or condition (whether the lease was made before or after the Act) is to be deemed to be subject to a proviso that such licence or consent shall not be unreasonably withheld; but this is not to preclude the right to require as a condition of such licence or consent the payment to the landlord of a reasonable sum in respect of any damage to the premises in connection with such licence or consent. In the case of leases containing a covenant or condition against the alteration of the user of the premises, without licence or consent, such covenant or condition is to be deemed (under sub-s. (3)) to be subject to a proviso that no fine is to be payable in respect of such licence or consent, but this proviso is not to preclude the right of the landlord to require payment of a reasonable sum in respect of any diminution in the value of the premises or any neighbouring premises belonging to him and of any expenses incurred in connection with such licence or consent. This sub-section further provides that where a dispute as to the reasonableness of any such sum is determined by the court " the landlord shall be bound to grant the licence or consent " on payment of the sum so determined. This section does not apply to agricultural holdings.

Section 21, being the first section of Part III of the Act, defines the Tribunal, which will have a great deal of judicial and discretionary work under the Act. This section is a substantial variation from s. 16 of the original Bill, with which it corresponds. By s. 21 (1), the Tribunal, for the purposes of Part I, instead of being a referee, is to be the county court within the district of which the premises are situated. But if before commencing proceedings in the county court the parties agree that the claim should be heard by the High Court, or if an order of transfer to the High Court is made, the High Court shall be the Tribunal for the purposes of Part I. By sub-s. (2), where proceedings are commenced under Part I, and are not transferred to the High Court, the matter (in the absence of agreement) is to be referred for inquiry and report to such one of the panel of referees appointed by the Reference Committee as may be selected by the county court. The Reference Committee for the purposes of the Act is to consist of the Lord Chief Justice of England, the Master of the Rolls, the President of the Law Society, and the President of the Surveyors' Institution, and the Committee is given power to appoint such persons as they think fit to be members of the panel of referees, and to remove from the panel any person so appointed.

In the general definition clause (s. 25), the expression " tenant " includes an assignee, and the expression " landlord " is stated to mean any person who under a lease is, as between himself and the tenant or other lessee, for the time being entitled, to the rents and profits payable under the lease. It is important to observe that the expression " lease," as used in the Act, is not confined to an indenture of lease, but means " a lease, under-lease, or other tenancy, assignment operating as a lease or underlease, or an agreement for such lease, under-lease, tenancy, or assignment."

The Act became law on the 22nd December, 1927, but it will not become operative until the 25th March, 1928.

[*Concluded.*]

The Audit (Local Authorities) Act, 1927.

IMPORTANT changes affecting local government finance have been introduced by the Audit (Local Authorities) Act, 1927, and a consideration of the effect of that Act may usefully be made.

The Act is intended to prevent wasteful expenditure of public money by local authorities, and it employs entirely different tactics for the suppression of this evil, adopting in preference to a policy of punishment by imprisonment, the policy that prevention is better than cure. The fact that surcharged persons are sent to prison on failure to pay, will not prevent such evils from arising again on such persons leaving prison and resuming their duties, but it is quite clear, if offenders are disqualified from holding office again that the evils in question might effectively be suppressed.

This may be regarded as the main principle underlying the Act, but there are other amendments of the law effected thereby, particularly with regard to appeals from surcharges or disallowances made by district, auditors, the Act in this respect being intended to meet the situation raised by the decision of the courts in *R.* v. *Minister of Health, ex p. Dore*, 1927, 1 K.B. 765, it having been held in that case, that where a person adopted the alternative form of procedure available in respect of appeals from a surcharge of a district auditor, and appealed to the High Court instead of to the Minister of Health, the Minister of Health had no power of remitting the surcharge as he would have had if the appeal had been made direct to him instead.

What may be regarded as the material date, from which the Act will operate is the 31st October, 1927, since by the proviso to s. 1 (1) and s. 4 (2) the Act will not apply to any expenditure or loss incurred before that date, and therefore any surcharge or disallowance made in connexion with any such expenditure or loss will be outside the operation of the Act.

Furthermore, with regard to cases of surcharge in respect of which appeals to the High Court were instituted prior to the 14th February, 1927, the slate is, as it were, wiped clean, and a complete remission is granted of such surcharges, which have or might have been confirmed by the High Court, and in respect of which under the old procedure no remission could therefore have been granted by the Minister (in so far, of course, as such surcharges had not been enforced at the time of the commencement of the Act, i.e., 22nd December, 1927). This appears to be the effect of s. 2 (5). The important dates to remember, therefore, in relation to the Act are the dates above mentioned, viz., the 14th February, 1927, and the 31st October, 1927.

As regards the penal provisions with respect to disqualifications, a distinction is made between surcharges exceeding £500 and surcharges of a lesser amount, so that those provisions apply only to the former. Thus, s. 1 (1) provides that where a person has been surcharged with an amount exceeding £500 he shall be disqualified for a period of five years for being elected or appointed or being a member of any local authority, and if he is a member of any local authority, his office shall thereupon become vacant, and any disqualified person who acts as a member of any local authority will be subject to a fine of £20 in respect of each offence (s. 1 (3)).

In the event of more than one-third of the members of a local authority becoming simultaneously disqualified by the Act, then until the number of the members in office is increased to not less than two-thirds of the full number, the following emergency provisions will apply: Firstly—The quorum of the local authority will be proportionately reduced, and will be determined by reference to the number of the members of the local authority remaining qualified (s. 1 (2) (*a*)); And secondly—No provision preventing a returning officer holding an election to fill a casual vacancy will apply to the filling of any vacancy in the membership of the local authority caused by reason of such simultaneous disqualifications.

As regards the question of appeal against disallowances or surcharges made by a district auditor, the previous procedure has been materially altered. Formerly, it was open to an aggrieved person to appeal directly to the Minister, who, even if he did not allow the appeal, had the power, notwithstanding, of remitting the surcharge, the decision of the Minister being final, both as to the law and the facts. Alternatively, an appeal might have been made direct to the High Court, but if the High Court confirmed the decision of the district auditor, the Minister had no power of remitting the surcharge: *R.* v. *Minister of Health, ex p. Dore*. Further, on failure to make good the surcharge or disallowance, the offender was liable to imprisonment.

Under s. 2 (1) of the Act, a distinction is still maintained between surcharges and disallowances of over and surcharges and disallowances of under £500. In the former case, an appeal will lie only to the High Court; in the latter, either to the High Court or to the Minister. Although the decision of the Minister is, as before, final, power is now given to him to state a case.

The power of remitting surcharges, moreover, is vested both in the High Court and in the Minister, and a person may be granted such remission, whether or not he appeals from the decision of the auditor. In the event of an appeal, it will be the tribunal to which the appeal is made (whether the Minister or the High Court) which will have the power of granting remission; if no appeal is made, the tribunal to which an appeal might have been made (i.e., the High Court in the case of surcharges over £500 and the High Court or the Minister in the case of surcharges of less than £500) will be the proper tribunal to grant the remission, which may be of the whole or a part only of the amount surcharged, and will be only granted where it shows that the person in question acted *reasonably* or *in the belief that his action was authorised at law*, and where, further, the tribunal in its discretion considers that the relief should be granted (s. 2 (2)).

Where any payment is due in respect of a surcharge or a disallowance, imprisonment will not be necessarily the penalty for non-payment, the amount payable being declared by s. 3 (1) to be recoverable "either summarily *or as a civil debt*" so that before a defaulter can be imprisoned for non-payment, it will be necessary to satisfy the court that he has the means or the ability to pay.

Further, by s. 3 a certificate, purported to be signed by the district auditor, will be *prima facie* proved by production thereof, and such certificate will be conclusive evidence of the facts certified therein. Proof of non-payment of any sum due may be given by production of the treasurer's certificate to the effect that such sum has not been paid, though evidence that the sum has been paid subsequently to the issue of the certificate may be given in rebuttal of the presumption of non-payments, raised by the production of the certificate.

LORD CHIEF JUSTICE'S CRITICISM OF COUNSEL.

The Lord Chief Justice last week criticised counsel for not reading "his own notice of appeal" when James Joseph Power, an ex-policeman, appealed before the Court of Criminal Appeal against the death sentence passed on him at Birmingham Assizes for the murder of Olive Turner, whose body was taken from a canal.

Power was represented by Sir Reginald Coventry, who was referring to a point, when Lord Hewart remarked that it was not included in the notice of appeal. "Have you not read the notice of appeal?" he asked.

Sir Reginald: I was studying it. There has been much pressure of work.

Lord Hewart: Will you kindly read it now.

Sir Reginald: I thought when I glanced at the notice that there was some reference to this point.

Lord Hewart: It is intolerable that counsel can come before this court admitting that he has not read his own notice of appeal.

A Conveyancer's Diary.

Appointment of Trustees in place of Public Trustee: Consent of Incumbrancers.

A conveyancer, for whose opinion we have the highest respect, has very kindly pointed out that the last two paragraphs in last week's "Diary" (p. 26, *ante*) require fuller explanation and some amendment.

It was suggested in the "Diary" that where an appointment of trustees to replace the Public Trustee, under L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4) (iii), is made without the consent of all incumbrancers, the trustees' title may be impeached. Such impeachment, it should be explained, can only take place "behind the curtain." The appointment of the trustees vests the legal estate in such trustees; the consent of incumbrancers is not made a condition precedent to the validity of the appointment or statutory vesting, for a purchaser can act on the appointment—which he could only do if the legal estate vested in the trustees. Thus, it is a matter behind the curtain, not in any way affecting the location of the legal estate (which under the new law generally goes where it is put, and remains there until it is shifted by some instrument).

It appears, therefore, that *for all purposes* an appointment made by the proper persons under proviso (iii), though made without the consent of all incumbrancers, vests the legal estate in the trustees. The only way, it would seem, in which they can be divested is by the appointment of new trustees to replace them. Section 41 (1) of the T.A., 1925, gives the court power to appoint new trustees in substitution for existing trustees "whenever it is expedient" to do so (e.g., where the former trustees are removed by the court) and "it is found inexpedient, difficult or impracticable so to do without the assistance of the court." An order vesting the land in the new trustees could then be made: T.A., 1925, s. 44.

An incumbrancer who has not consented under proviso (iii) and objects to the *de facto* trustees may find it necessary, for his protection, to apply for the appointment of new trustees under T.A., 1925, s. 41 (1), *supra*, in the meantime registering his application as a *lis pendens* in the register of pending actions: see L.C.A., 1925, Pt. I.

To sum up the situation, an appointment made by persons interested in more than an undivided half of the land is an appointment valid at law in consequence of which the legal estate will pass to the trustees. If, however, the requisite consents have not been obtained the appointment is impeachable in equity.

If the persons interested in more than a half refuse to appoint or to request the Public Trustee to act, an application can be made to the court under proviso (iv) by any person interested (not merely by persons interested in more than a half) for an appointment to be made. This removes the possibility of a deadlock.

Landlord and Tenant Notebook.

Waiver of Forfeiture: Acts of Waiver.

We considered in our last issue (72 SOL. J., p. 26) the distinction between covenants in respect of which a breach might be of a continuing nature and covenants which could be broken once and for all, and pointed out especially the importance of this distinction in connexion with acts, such as the receipt of rent, which would have the effect of waiving a breach of condition and consequently the right to forfeit the lease.

It may be material now to consider what acts may constitute acts of waiver and to point out some important peculiarities of the law in this respect.

The acceptance of rent is probably one of the commonest acts which may have the effect of waiving a forfeiture. In order that the acceptance of rent should have this effect, however, it is essential for the tenant to show that the lessor was aware of the particular breach of covenant, that the rent in question was accepted by the landlord after he so became aware of the breach, and further that the rent in question was in respect of a period subsequent to the date on which the breach was committed; for a lessor is not prejudiced by accepting rent in respect of a period prior to the date of the occurrence of the breach. Where the breach is a continuing breach, as in the case of a repairing covenant, while the acceptance of rent will wipe out, as it were, for the purposes of forfeiture, all such breaches occurring prior to the period in respect in which the rent was accepted, the landlord will not be debarred from taking advantage of such breaches, although they are of the same nature, continuing subsequently to such period.

Not only will the acceptance of rent in such cases have the effect of waiving the forfeiture, but so also will any demand or request for rent, whether such demand is made verbally or by writing, or whether it is made through the medium of a writ or summons.

Croft v. *Lumley*, 1858, 6 H.L. Cases 672, is one of the leading cases on the subject, and it was considered there, *inter alia*, that an acceptance under protest of a sum of money tendered as rent would be tantamount to a waiver. In this case the lessor refused to accept the money as rent, but stated that he would take it as compensation for past occupation of the premises. The judgment of Williams, J. (*ib.*, at p. 725), will be found instructive: "It was established as early as *Pennant's Case*" (3 Co. Rep. 64 (*a*)), said the learned judge," that if a lessee accepts rent which accrued after, this is an act which amounts to an affirmance of the lease and a dispensation of the forfeiture. In the present case, I think the facts amount to this, that the lessor accepted the rent, but accompanied the acceptance with a protest that he did not accept it as rent and did not intend to waive any forfeiture. But I am of opinion that this protest was altogether inoperative. As he had no right at all to take the money unless he took it as rent, he cannot, I think, be allowed to say that he wrongfully took it on some other account. And if he took it as rent, the legal consequences of such an act must follow however much he might desire to repudiate them. But those legal consequences are only, I apprehend, that the lessor thereby affirms the lease and dispenses with the forfeiture of which he then had notice."

Reference may also be made to the judgment of the Privy Council delivered in *R.* v. *Paulson*, 1921, 1 A.C. 271, which appears to be to the effect that acceptance of rent will amount to a waiver, in such circumstances, notwithstanding the existence of a clause in the lease or agreement whereby waiver of a breach of covenant or condition is not to be operative unless expressed in writing. Thus, in delivering the judgment of the court in that case, Lord Atkinson said (*ib.*, at pp. 282, 283): "The authorities appear to their lordships to establish that the landlord, by receipt of rent under such circumstances, shows a definite intention to treat the lease or contract as subsisting, has made an irrevocable election to do so, and can no longer avoid the lease or contract on account of the breach of which he had knowledge. They further think the presence in a lease or contract of a provision requiring a waiver to be expressed in writing, such as exists in the present case, does not render inapplicable the principle established and does not enable the landlord at the same time to blow hot and cold, to approbate and reprobate the same transaction . . . ."

Just as accepting or demanding or suing for rent which has accrued due subsequent to the forfeiture will amount to a waiver, so also will distraining for such rent, or doing any other act, the effect of which may be even impliedly to affirm the tenancy until, at any rate, the date on which the act in question is done. Moreover, where rent is distrained for, the distress will generally amount to a waiver of the

forfeiture, even if the rent in question is in respect of a period prior to the date of the breach, the reason for this apparently curious result being, that a distress, with some few exceptions, can only be lawfully made on the footing that a tenancy is in existence between the distrainor and the distrainee at the time of such distress.

Our County Court Letter.

CONCURRENT JURISDICTION IN ASSAULT.

THE desire to obtain a conviction, while a black eye is still conspicuous, often leads to a speedy vindication of the law in a court of summary jurisdiction. The result may be to deprive the complainant of other and more valuable rights in the County Court. Under the Offences against the Person Act, 1861, s. 44, if the magistrates, after a hearing (upon the merits), dismiss the complaint, they shall make out a certificate to that effect. Section 45 provides that if any person shall have obtained such certificate, or (having been convicted) shall have paid the fine or served his sentence, he shall be released from all further or other proceedings, civil or criminal. It is therefore advisable to soothe the indignation of an injured person, and to point out the advantage of the law's delay in making a County Court summons returnable at a much later date than one in the police court. If the victim has already issued his own summons in the police court, no harm will be done if he does not attend, as the above certificate is only valid after a hearing on the merits. A police officer, however, may see fit to constitute himself the informant if there are other witnesses besides the injured person. An objection should be taken to the jurisdiction of the magistrates in that event, as s. 42 of the above Act (which creates the offence of assault) only authorises proceedings by or on behalf of the party aggrieved. The stumbling block in the way of obtaining leave to withdraw a prosecution, once it has been started by the party aggrieved, is the case of *Ex parte Bryant*, 27 J.P. 277. The justices there convicted after the parties had settled. The opportunity of overruling this case was not taken in the Criminal Justice Act, 1925. In the later case of *Nicholson* v. *Booth*, 52 J.P. 662, the High Court quashed a conviction which had taken place on the complaint of a police sergeant, after the injured party had refused to prosecute. The last-named case may therefore be taken to have impliedly overruled *Ex parte Bryant*. If it should unfortunately have happened that, before consulting his solicitor, the injured party had obtained a conviction, it does not follow that all civil remedy is barred. For instance, in *Dyer* v. *Munday*, 1895, 1 Q.B. 742, the plaintiff had a lodger who had a bedstead on hire-purchase from the defendant. Instalments being in arrear, the defendant sent his manager to resume possession of the bedstead. The bedstead was pledged with the plaintiff, by reason of the lodger being in arrear also with his rent. The plaintiff's wife therefore opposed the defendant's manager, but the latter succeeded in removing the bedstead. In so doing he assaulted the plaintiff's wife, for which he was convicted and fined. In the action for (*inter alia*) assault against the defendant, it was pleaded that the conviction under s. 45 barred the action, not only against the aggressor, but also against the person for whom he was acting, viz., the defendant. The jury found that the assault was committed by the manager in the course of his employment by the defendant, and LAWRANCE, J., gave judgment for £15 damages. The Court of Appeal (Lord ESHER, M.R., LOPES and RIGBY, L.JJ.) upheld this judgment, and laid down that a master is still liable for the acts of his servant, even if the latter's excess of zeal has taken his actions out of the category of tortious acts and resulted in the commission of a criminal offence.

The concurrent jurisdiction of the County Court becomes exclusive if it appears that any case of assault and battery involves a question as to any bankruptcy or insolvency or any execution under the process of any court of justice. Section 46 of the above Act provides that no such case shall be heard and determined by justices. The County Courts Act, 1888, s. 48, provides that if any officer or bailiff of any court shall be assaulted on duty, the person offending shall be liable to a fine not exceeding £5. The section states that the fine is to be recovered by order of the judge, or on summary conviction, though the latter provision appears to conflict with s. 46 above. It was decided in *R.* v. *Briggs*, 47 J.P. 615, that magistrates cannot decline jurisdiction under s. 46 merely because a question might arise as to an execution. When it does arise, however, they are unable to proceed further with the case, and should refer the complainant to the County Court.

Practice Notes.

INCOME TAX.

Unless the Court of Appeal decision in *Attorney-General* v. *Metropolitan Water Board* is reversed by the House of Lords the practice which has obtained up to the present will be entirely changed. Rule 19 of the General Rules applicable to all Schedules of the Income Tax Act, 1918, provides that where annual interest is paid out of profits or gains brought into charge to income-tax, the assessment of the profits is to be regarded as covering the liability on the interest. The decision in this case is of the utmost importance to trading concerns, and the following example will show the practical application of the ruling :—

A company is assessed for 1926-27 on the old average basis computed as under :—

		£
Profits for year to 31st December 1923	..	25,000
Do. do. 1924	..	28,000
Do. do. 1925	..	36,000
		3)89,000
		£29,666

During the year ending 31st December, 1926, the profits of the company amount to £40,000 and interest paid totals £35,000. The ordinary practice for dealing with this case would be to regard the profits of the year (£40,000), which would, in due course, be brought into assessment, as covering liability on the £35,000 interest paid in the same year. Under the new practice, however, the authorities would raise an assessment on £5,334, being the difference between the assessment already made on the company under Case 1 of Sched. D for 1926-27 and the amount of the interest paid in the year.

In a word, the assessed profits, and not the actual profits of the year, must cover the interest liability.

In computing the assessable profits of solicitors, the authorities are now prepared to agree to the allowance of the cost of professional periodicals and of new editions and supplements of text-books. In the ordinary way additions to the professional library are inadmissible, but no question is raised when these are necessitated by changes in the law and practice. The decision in the case of *Daphne* v. *Shaw* destroyed all hope of obtaining an allowance for the depreciation of the professional library, but the deductions referred to, together with one in respect of the subscription for, and the binding of, law reports, form a reasonable recognition of the expenses which solicitors are forced to incur.

DECLARATIONS OR INJUNCTIONS *SIMPLICITER*.

Although a county court has jurisdiction to grant declarations or injunctions, by way of ancillary relief, in the case of actions which are otherwise within its jurisdiction, the extent of its power to grant a declaration or an injunction,

where the claim is for such relief *simpliciter* has not hitherto been quite clear. In *Stiles* v. *Ecclestone*, 1903, 1 K.B. 544, it was held that the county court had jurisdiction in such cases (i.e., where the claim was for a declaration or an injunction *simpliciter*), if at least a claim for damages or other similar claim, supposing it to have been made, must necessarily have been within the jurisdiction, as far as the amount thereof, etc., was concerned.

In *R.* v. *Cheshire C.C.J., ex parte Malone*, 1921, 2 K.B. 694, where an action for a declaration and injunction *simpliciter* had been brought by a member of a trade union who had been expelled therefrom, the Court of Appeal held that the county court had no jurisdiction. In this case, however, no claim for damages could have been made, and it was on this ground that Younger, L.J., sought to distinguish *Stiles* v. *Ecclestone* (*cf.* 1921, 2 K.B., at p. 714).

The matter has come before the Court of Appeal again in *De Vries* v. *Smallridge*, 1928, W.N. 12, where the claim was for a declaration that a deposit under an agreement for sale had been forfeited, and in further declaration that the plaintiff was entitled to receive payment of the deposit from the stakeholders. The Court of Appeal held that the county court had no jurisdiction, considering moreover that *Stiles* v. *Ecclestone* had been overruled by *R.* v. *Cheshire C.C.J.* The position, therefore, would now appear to be that even in cases where a claim for damages, etc., supposing it to have been made would have been within the jurisdiction, the county court will not have jurisdiction to hear actions for declarations or injunctions *simpliciter*. Incidentally it might be noted that the fact that no objection is taken to the jurisdiction at the trial of the action will not prevent the point from being subsequently raised: *Simpson* v. *Crowle*, 1921, 3 K.B. 243.

Reviews.

Coote's Treatise on the Law of Mortgages. Ninth Edition. By R. L. Ramsbotham. London: Stevens & Sons, Ltd., and Sweet & Maxwell, Ltd. 1927. ccxxxiii and 1748 pp. In two volumes. £4 10s. net.

Practitioners will welcome the appearance of a new edition of "Coote," the recognised standard work on mortgages. It will assist them to pick up and follow the track laid down for mortgages in the 1922-1926 legislation. Mr. Ramsbotham tells us in his Preface that he has endeavoured so to link the old law with the new "that older practitioners may trace the old to the new, and the younger practitioner and student may trace the new law to the old." That appears to be as it should be.

All who have had to undertake editorial duties in respect of post-1925 works on the Law of Property have had to face one common difficulty and that is to decide what original matter to omit from the new edition. Like Mr. Ramsbotham, the greater number have concluded that in cases of doubt retention rather than omission was the proper course to follow. But one cannot help feeling that several passages might have been omitted from this edition and reference made to appropriate pages in the eighth edition. A work on mortgages which runs to nearly two thousand pages seems rather long.

In view of the fact that some of the more popular collections of precedents of mortgages contain several precedents of charges by way of legal mortgage, and that such charges have frequently been given in practice since 1925, it is somewhat disappointing to find (after a somewhat diligent search) no reference at all made to the sections (ss. 86, 87) of the L.P.A. 1925, which govern that subject.

Other matters on which we should have liked to see an opinion expressed by the learned editor are the meaning of "executed" in L.P.A., 1925, s. 115, and the impropriety of an assent as a method of transferring mortgage debts (see 2 Wolst. & Cherry, p. 531).

Apart from these little sins, mainly of omission—inevitable in a work of such magnitude—the new edition will be found to have undergone careful revision.

Books Received.

One Thousand Questions and Answers on Company Law. H. A. Ashton. Large crown 8vo. pp. xv and 260. 1927. The London Financial Service Ltd., 69 Fleet-street, E.C.4. 5s. net.

Handbook on The Practice of the County Courts with Precedents of Bills of Costs. J. E. Spickett, Solicitor (Registrar of Pontypridd County Court). Large Crown 8vo. pp. xxii and 194 (with Index). 1928. Jordan & Sons, Ltd., Chancery-lane, W.C.2. 7s. 6d. net.

The Law of Carriage by Railway in Great Britain and Ireland. Lewis R. Lipsett, M.A., K.C., LL.D. and T. J. D. Atkinson, M.A., K.C. (Registrar of the Railway Rates Tribunal). pp. xxiv and 942 (with Index). 1928. Jordan and Sons, Ltd., Chancery-lane, W.C.2; Sir Isaac Pitman and Sons, Ltd., Parker-street, Kingsway, W.C.2. £2 10s. net.

Law Institute Journal.—The official organ of The Law Institute of Victoria. Vol. I. No. 6. December 1st, 1927. Stead's Pty. Ltd., 48A, Queen-street, Melbourne. Sweet and Maxwell, Ltd., Chancery-lane, W.C. 2s. net, or £1 1s. per annum.

Digest of Cases Decided in British Prize Courts. August, 1914-November, 1927. Compiled for H.M. Procurator-General and Treasury Solicitor. Hubert Hull, of the Inner Temple, Barrister-at-Law. Medium 8vo. pp. xxxviii and 126. H.M. Stationery Office. £1 1s. net.

Obituary.

Sir G. A. KING.

Sir George Anthony King, Kt., Chief Master of the Supreme Court Taxing Office, died at his residence, Penn Road House, Croydon, on Tuesday last, the 17th inst., at the age of sixty-nine. The only son of the late Mr. George Farquharson King, solicitor, he was educated at Winchester and Corpus Christi College, Oxford, was elected an Exhibitioner in 1878, taking his degree with honours in mathematical moderations in 1881, and second class in jurisprudence three years later. Admitted in 1885, he joined his father's firm and practised in the City until 1902, when he was appointed a Master of the Supreme Court. He became Chief Master in 1921 and was knighted in 1924. He published "In our Tongues," 1900, and "Costs on the High Court Scale" in 1910, and was editor-in-chief of "The Annual Practice." Sir George was actively identified with some of the Evangelical organisations of the Church of England, to which he devoted a considerable portion of his spare time. He was a Lay Reader in the London Diocese, a member of the Canterbury House of Laymen and of the National Assembly, Treasurer of the Pan-Anglican Conference, 1906, of the Church of England Men's Society and the Religious Tract Society. He was also one of the Trustees of Wycliffe Hall, Oxford, and a Vice-President of the British and Foreign Bible Society.

The Late Mr. Herbert Sprott.

In referring to the death of Mr. Herbert Sprott, solicitor, Crowborough—which occurred on Monday, the 19th ult.—we stated in our issue of the 7th inst. that his age was forty-five and that he was the senior partner in the firm of Sprott and Sons. His age was fifty-seven, and he should have been described as the junior member of the firm, the senior partner being Mr. F. W. Sprott, who was admitted in 1884, and who will carry on the practice. H.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Sale of Land—Contract to Grant Lease—Freehold subject to Lease vested in Owner and not Merged—Title.

Q. 1110. A person signs a contract to buy a house (one of twelve on a building site) by way of lease, at a ground rent of £5. The form of lease annexed to the contract contains an option to purchase the freehold, and this option was an inducement to the purchaser to sign the contract. It appears that originally the vendor was himself a lessee of the plot, but acquired the freehold by a separate deed. In the conveyance of the freehold to the vendor there was a declaration by him to the effect that the term of ninety-nine years created by the lease should not merge in the freehold reversion but should remain a subsisting term and enure for his benefit until extinguished by the effluxion of time or otherwise. The question now arises as to what power the vendor has to grant a lease containing an option to purchase the freehold, seeing that he declared in the conveyance to himself that the freehold and leasehold interests should not merge. The lease to him would appear to be still in existence, and that therefore he cannot grant a lease of part of the land, except by way of underlease, without raising the point of apportionment of the head ground rent. And if the sale is carried through by way of underlease, how can the option be provided for? The proposed purchaser entered into the contract on the understanding that he was to have the option referred to, and your opinion is asked as to how the declaration against merger can be overcome.

A. A vendor who contracts to sell a leasehold interest and in fact can only grant or assign an underlease, is not in a position to enforce his contract, see *Beyfus* v. *Masters*, 1888, 39 C.D. 110; and authorities there cited. The burden of solving the difficulty raised in this question is, therefore, on the vendor, and the simplest plan would appear to be for him either to make a declaration of merger of his leasehold interest in the land the subject of the contract, or, perhaps, as lessee, surrender the lease to himself as freeholder, which he can do by virtue of the L.P.A., 1925, s. 72 (3). With respect to the option to purchase, nothing in this answer must be read as an assent to any implication that, without qualification, it will bind the freeholder for the time being other than the vendor or those taking under his bounty, see *L. & S. W. Ry. Co.* v. *Gomm*, 1881, 20 C.D. 562.

Lease—Forfeiture on Bankruptcy—Application to Limited Company.

Q. 1111. In 1923 A.B. leased a warehouse to C.D. & Sons Limited for ten years. The lease contained the following clause: "Provided always and it is hereby expressly agreed as follows: (1) If the rent hereby reserved or any part thereof shall be unpaid for the space of twenty-one days after becoming payable (whether formally demanded or not), or if any covenant on the tenants' part herein contained shall not be performed or observed, or if the tenants or other the person or persons in whom for the time being the term hereby created shall be vested shall become bankrupt, then and in any of the said cases it shall be lawful for the landlord at any time thereafter to re-enter, etc." It will be seen that the lease is not well drawn, as it refers to the tenants (a limited company) becoming bankrupt. As, of course, a limited company cannot be made bankrupt, we shall be glad if you will inform us whether in your opinion the word "bankrupt" can be read as "enter into liquidation," or whether the fact that this word has been used would prevent the personal representatives of A.B. from enforcing the clause as to forfeiture. Your reply will be esteemed.

A. The point does not appear to be covered by express authority, but forfeiture clauses are construed strictly, and *prima facie* bankruptcy does not include winding-up, unless so defined, as in the L.P.A., 1925, see ss. 146 (9) and (10), and 205 (1) (i). Conversely, the reference to the bankruptcy of the tenant, as opposed to the other persons in whom the term is vested, is meaningless unless it refers to winding-up, and on the principle *ut magis valeat quam pereat*, would do so. The opinion here given is that the last maxim would prevail. But it is certainly not a case for forcible expropriation, and, if the liquidator does not agree, there would have to be proceedings to recover the land. These should have a fair chance of success.

Will—Appointment of New Trustee by Executor-Trustees—Whether operating as Assent under the A.E.A., 1925, s. 36.

Q. 1112. Testator died on 30th January, 1925, having by his will and codicils (proved in March, 1925), after bequeathing certain annuities and legacies, devised and bequeathed the residue of his real and personal property to his trustees, who were his executors, on trust for sale. By deed dated August, 1927, a trustee (who was also an executor), retired and a new trustee was appointed. This deed recited that all expenses, debts, legacies, duties, etc., had been paid and contained a vesting declaration by the old trustees, that the real and personal property, subject to the trusts of the will, including specifically the property now intended to be sold, should vest in the new trustees. Does the deed of August, 1927, operate as a vesting assent by the personal representatives to the trustees so as to enable the latter to sell as trustees?

A. The point is not free from doubt, but the opinion here given is that, although the conditions required by the A.E.A., 1925, s. 36 (4), may apparently be satisfied if the retiring trustee-executor has executed the deed, an "assent" must mean an act performed in the character of executors as such, so that a vesting declaration, made by them as trustees, would not so operate. It might very possibly have been, however, that a judge under the doctrine of *Wise* v. *Whitburn*, 1924, 1 Ch. 460, would have inferred assent before 1st January, 1926, and, if all the trustee-executors have executed the deed, they would clearly be estopped from denying the fact of such implied consent. On this footing, title to the realty may be made by the new trustees.

Will—Household Effects at Residence—Motor-Car at Garage—Whether Passing.

Q. 1113. Testator A gives "all the household furniture and household effects, wines, liquors and consumable stores at my residence in" . . ." at the time of my decease unto my wife B, absolutely." At the time of A's death, he had a motor car which was for his private use, but as he had no garage at his residence it was kept at the business premises of the company of which he was the managing director. Even if a motor car may be said to be included in "household effects" are not the words "at my residence" words of exclusion?

A. Motor cars have been held to pass under general gifts of household effects, etc., in *re White*, 1916, 1 Ch. 172, and *re Fortlage*, 1916, 60 Sol. J., 527. The exact wording of the

gift in these cases might perhaps be distinguished from that above. Whether so or not, however, if the car was not ordinarily kept at the testator's residence, and was not there at his death, it does not come within the description.

Enfranchised Lands—Informal Extinguishment Agreement—How far Binding.

Q. 1114. A died in 1922, possessed of certain copyhold property. If the personal representatives could have sold the property at once the fine and fees payable as on the death of A might have been saved. A sale, however, could not be effected, and in 1927, the lord of the manor pressed for payment of the fine and fees, payable as on the death of A and the amount was duly paid. The lord also agreed to accept a certain sum to extinguish the manorial incidents, and stated that on the payment of such sum he would give "a complete discharge." The trustees for sale under A's will have sold and conveyed the property to B, subject to the manorial incidents, it being agreed that B should pay the agreed sum to the lord of the manor, and carry through the usual compensation agreement. B's solicitors duly submitted the draft agreement to the lord of the manor and stated that they were prepared to pay him the agreed sum. The lord of the manor, however, now claims a further fine and fees as on the admission of B. Is the lord entitled to such further fine and fees, particularly having regard to his agreement to accept the agreed sum and to give "a complete discharge"?

A. The only ground here for the proposition that the fines and fees are not payable by B, is the existence of a compensation agreement extinguishing the manorial rights. By the L.P.A., 1922, s. 138 (1) (*a*), such an agreement must at least be in writing, though not necessarily on the model of the 13th Sched., see sub-s. (1). The questioner does not state whether the lord's agreement as to the lump sum was in writing. If so, it is binding, and he is not entitled to more. If not, it is not an agreement within the Act and does not bind him, unless by reason of part performance or otherwise he would not be held bound in equity, an issue on which the questioner, knowing all the facts, may consider whether any case on the Statute of Frauds is applicable. If he would be so held bound, the fine and fees are not of course payable.

Vendor and Purchaser—Grant to Limited Company—Mistake in Name—Effect.

Q. 1115. In 1925 a company was registered under the Companies Acts, 1908 to 1917, in a name similar to "John Smith & Sons (London) Limited." The memorandum of association provides that the company may carry on the trade of builders, and may acquire land on lease, build thereon, and sell the land and buildings. A client of ours has agreed to buy a house from the company, who produce as their title a lease for 999 years, expressed to be granted to "John Smith & Sons, Limited," and describing them as of the registered office, and as carrying on the business which would be appropriate if "John Smith & Sons (London) Limited," had been named. We have suggested that the mistake should be rectified by insertion of the omitted "(London)" in the lease, and the re-execution of the lease, and the initialling of the insertion by the lessor. The company's solicitors demur to getting this done, and say that a recital in the assignment to the purchaser, to the effect that the lease was actually granted to their clients, although their name is incorrectly given therein, will be sufficient, and will cure any defect that there may be. How, as solicitors for the purchaser, ought we to act in these circumstances? Can you refer us to any decision of the court bearing on the point?

A. In *Wray* v. *Wray*, 1905, 2 Ch. 349, a conveyance to a dead man was held to take effect as one to his surviving partners. In "Norton on Deeds," p. 179, a number of old cases are quoted in support of the proposition that, although a corporation should be described by its proper name, i.e., by the name by which it is incorporated, it is sufficient to use such name as will identify it. The opinion is here given, therefore, that the title may be accepted on the recital offered, if the erroneous name does not resemble that of any other registered company. A statutory declaration by the company's legal adviser seems also to be indicated.

Rateability of Garage—Liability for Income Tax.

Q. 1116. A is tenant at a nominal rental of five shillings and sixpence per annum of a piece of garden ground in the borough of B, subject to one month's notice, which garden, in common with other ground of a like character, is not assessed to rates. In the corner of the garden A has erected a temporary wooden building, in which is kept his motor car and garden tools. The building has been assessed to rates as a private garage, and A desires to know whether this is in order. A further wishes to be advised as to whether similar buildings used as tool sheds, summer-houses, and the like are liable to be assessed. Is there also a liability to income tax?

A. The answer depends on whether the structure is to be regarded as forming part of the rateable hereditament, and this again depends to a great extent on whether it should be regarded as a fixture. As a general rule, all fixtures which are not removable as between mortgagor and mortgagee, are to be regarded as forming part of the rateable hereditament, but it does not necessarily follow that a structure which is so removable, cannot on that ground be regarded as being part thereof. Much apparently depends on the manner and object of annexation. The question as to whether these structures are rateable appears an open one. The view is here expressed that the structures are rateable, if they are in any way attached to the soil, e.g., by screws or cement. On the other hand, they would not be rateable if they stand in position merely by their own weight. The question of the liability to income tax of the structures under Schedule "A" similarly rests, in our opinion, on whether the structures are deemed part of the land, and irremovable therefrom. If they are, it is submitted they would be so liable.

Both questions raise exceedingly difficult questions of law.

Undivided Shares Falling into Possession after 1925—Conveyance of one Share—Effect.

Q. 1117. Before 1926, A, B, C and D were tenants in common in equal shares of the reversion of certain property, subject to the life interest of W. D died before 1926, and his widow M was appointed his personal representative. By a deed dated in 1926, and made between M of the one part and J of the other part in consideration of the sum of £400, M, as the personal representative of D, purported to assign all that the share, right, title and interest of D of and in the said property to J absolutely. At the date of this deed W was still alive but has since died. L.P.A., 1925, 1st Sched., Pt. IV., deals with land held at law or in equity in undivided shares, and the purported assignment above referred to apparently does not comply with the provisions therein contained. What is the effect of the document of the 6th February, 1926? What steps (if any) should be taken to give effect to the purported disposition therein contained as now modified by the subsequent death of W?

A. When the L.P.A., 1925, came into operation the property (assuming it was land) was settled land, and so L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5 and 6 (*c*), operated to vest the legal estate in W as tenant for life. Representation will have to be obtained in respect of the property. The representatives, subject to their rights and powers for the purposes of administration, must by an assent or conveyance give effect to the provisions contained in para. 1 of Pt. IV, and meantime they hold upon the statutory trusts; L.P.A., 1925, 1st Sched., Pt. IV, para. 2. The deed of 26th February, 1926, operated to transfer D's interest to J. Hence, A, B, C and J are entitled to the property in undivided shares, and they can call for a conveyance of the property to themselves as trustees upon the statutory trusts.

REPORTS OF CASES.

Court of Appeal.

No. 1.

***Re* Harrington Motor Company, Limited; and *Re* Walter Chaplin's Application.** 10th and 11th November.

COMPANY—WINDING UP—INSURANCE AGAINST CLAIMS FOR PERSONAL INJURIES—JUDGMENT AWARDING DAMAGES—AMOUNT OF DAMAGES PAID BY INSURERS TO LIQUIDATOR—JUDGMENT CREDITOR'S RIGHT AS AGAINST GENERAL CREDITORS.

Where damages were awarded to a person for personal injuries, the company against whom they were awarded went into liquidation, and the insurers paid to the liquidator the amount awarded, plus costs.

Held, that the money formed part of the assets of the company in the liquidator's hands, available for the creditors generally. There was no right or equity which enabled the injured person to claim that the money belonged to him, and his only remedy was to prove in the winding up.

Appeal from a decision of Eve, J., reported 71 SOL. J. 652.

The appellant, Mr. Herbert Chaplin, took out a summons on the liquidation of the Harrington Motor Company, Limited. Mr. Chaplin had recovered £324 damages for personal injuries against the company in an action in the King's Bench Division. He asked for a declaration that that sum together with the costs—£273—did not form part of the assets of the company available for distribution among its general creditors. The damages which the applicant had recovered had been paid over by the insurance company in which the motor company was insured to the liquidator of the company, and the applicant claimed that the whole of that money should be paid to him personally. Eve, J., dismissed the application. Mr. Chaplin appealed. He relied upon *In re Richardson*, 1911, 2 K.B. 705, as showing that a sum of money in the hands of a trustee in bankruptcy or a liquidator was not necessarily part of the assets if there were any creditor with an equitable claim against it. The principle established by *ex parte James*, 9 Ch. D. 609, as applicable to this case, was that the liquidator would not be allowed to take money which he knew was the property of the appellant.

The Court dismissed the appeal, without calling upon the respondent (the liquidator).

LORD HANWORTH, M.R., said that most people would think, as a matter of common sense, that Mr. Chaplin should have a right to recover the money paid by the insurance company in respect of the defendants' liability. Yet, in spite of the able argument of appellant's counsel, the court must dismiss the appeal. Considering the law as it stood, and looking at the question whether Mr. Chaplin had a right to say to the liquidator, "This is my money," it was impossible not to see that that view was untenable. In the ordinary way, a bankruptcy or winding up order barred any action by a creditor, and his only remedy was by proving in the bankruptcy. Here it was contended that this debt was not the proper subject of a proof in the winding up, but the question would then arise whether Mr. Chaplin had any right over against the insurance company. In *re Law Guarantee Trust and Accident Society*, Scrutton, J., (as he then was) said (1914, 2 Ch., at p. 647):—"There is, however, no direct privity between the debenture-holder or principal debtor, Sands, Wilson, and Co., on the one hand, and the insurance company on the other. The debenture-holder cannot sue the insurance company direct . . . I am not aware of any way in which an original assured can get at a re-insurer, his rights are only against the original insurer, the re-insured." So, in the present case, Mr. Chaplin had a right to prove in the winding up, but the insurance money belonged to the liquidator. It was not really correct to say that that money was due as a result of the action by Mr. Chaplin, and therefore his money. It might be said, in a sense, to exist because he had suffered an accident, but the real reason it came into being was because during a period of time a contract had existed between the defendants and the insurance company. And the defendants had paid their own money to the insurance company so that, in certain eventualities, money should be paid to them. It did not seem possible to establish any privity of contract between the creditor, Mr. Chaplin, and the insurance company. On the contrary, there seemed to be a complete break in the chain sought to be established between them which would enable Mr. Chaplin to claim that the payment made by the company was really a payment to him. In s. 7 of the Workmen's Compensation Act, 1925, there was a provision that where an employer had entered into a contract with insurers, and he subsequently went bankrupt, an injured workman, entitled to compensation, could stand in the shoes of the employer and recover his money direct from the insurance company. That showed that the difficulty attending Mr. Chaplin's claim had, as regarded the case of an injured workman, been considered by the Legislature, and a special provision inserted in the Act to deal with it. The appeal must be dismissed.

ATKIN and LAWRENCE, L.JJ., delivered judgments to the same effect.

COUNSEL: *W. N. Stable* for appellant; *H. Bischoff* for respondent.

SOLICITORS: *W. Hilliard & Ward; Simmons & Simmons.*

[Reported by WHITFIELD-HAYES, Esq., Barrister-at-Law.]

Maxwell *v.* Keun and Others. 25th November.

PRACTICE—ACTION—APPLICATION FOR CASE TO STAND OUT OF LIST—REFUSED BY JUDGE—APPEAL TO COURT OF APPEAL—JURISDICTION TO REVERSE OR VARY—"JUDGMENT OR ORDER"—RULES OF THE SUPREME COURT, ORD. XXXVI, R. 34—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 27 (1).

An application by a plaintiff to the judge taking the special jury list that his action should stand out of the trial list for the present was refused by the judge, costs of the application being given to the defendants. Upon appeal to the Court of Appeal—

Held, that though the appellate court should uphold the discretion of the judge, yet, upon rare occasion, and when satisfied that it was necessary in the interests of justice, such an appeal could be granted. Further, the fact that the judge below, in refusing the application, had given one of the parties costs, made his decision a "judgment or order of the High Court," and so open to review by the Court of Appeal under s. 27 (1) *of the Supreme Court of Judicature (Consolidation) Act*, 1925.

Appeal from the dismissal of an application by Lord Hewart, C.J.

The plaintiff, an officer in the army, was at the time of this application, serving in India. The first defendant, Miss Odette Keun, had written two books. The first was "My Adventures in Bolshevik Russia," and it was alleged that it contained very serious libels upon the plaintiff, who had begun a libel action in respect of it, No. 3062 in the special jury list, at present about 106 out of that list. The second book was called "Prince Tariel," in which a Major Cassell, one of the characters, was, as the plaintiff alleged, a representation of, and a libel upon him, his second Christian name being Cassell. There was another libel action in respect of that book, No. 3,063 in the same list, and that action was expected to be in the daily list almost immediately. As it would be impossible to have a fair trial in the absence, in India, of the plaintiff, an application was made to Lord Hewart, C.J., to allow both actions to be adjourned until a date to be fixed in the future, so that the plaintiff could get leave from the Army and return to England for the hearing. Lord Hewart, C.J., refused that application, and the present application was an appeal from that refusal. The defendants were the printers and publishers of the books.

Miss Keun not being represented. The defendants contended that the discretion given to a judge by Ord. XXXVI, r. 34—"The Judge may, if he think it expedient for the interests of justice, postpone or adjourn a trial for such time, and to such place, and upon such terms, if any, as he shall think fit"—was an absolute discretion and could not be questioned by any other court, and further, that the jurisdiction of the Court of Appeal under s. 27 (1) of the Supreme Court of Judicature Act, 1925, to determine appeals from "any judgment or order," did not enable that court to try a mere refusal to alter a cause list.

The Court allowed the appeal.

Lord HANWORTH, M.R., said that it seemed essential that in an action like the present the plaintiff should be present and give evidence, and if he were unable to do so judgment would probably pass to the defendants. A preliminary objection had been taken that the discretion of the Lord Chief Justice was not open to appeal; for, by s. 27 (1) of the Supreme Court of Judicature (Consolidation) Act, 1925, it was said that the Court of Appeal had jurisdiction to determine appeals "from any judgment or order of the High Court" and the defendants contended that there was no "judgment or order" here, but simply a refusal to alter the cause list. But the Lord Chief Justice had made an order giving the costs of the application below to the Defendants, and the attaching of an order as to costs brought the matter within the indication of an "order" within s. 27 (1). It was all important that, generally speaking, the discretion given to a judge should be upheld, there was however a case, *Sackville-West* v. *Attorney-General* (128 L.T.J., 265), which showed that, although it would only be upon rare occasions, yet now and again the Court of Appeal might interfere if it could see that justice would not result from the order made below. He (his lordship) agreed with that decision. The facts in the present case were not in dispute. If the plaintiff were absent in India, his action would probably fail, judgment would be for the defendants and that would be the result in spite of any order which the judge could make at the hearing. Could it be said that in the absence of the plaintiff justice would be done between the parties? The defendants' counsel had suggested that an application to adjourn might be made when the case was called on, but that course would be inconvenient and expensive. The Court of Appeal had the deepest respect for the decision of the Lord Chief Justice, but they had had the opportunity of having the matter explained at much greater length and with more detail. The only right course was to say that action No. 3,063 would not be heard this term. It was not necessary to make any order as to action No. 3,062, as it would not be in the list this term in any event. The application as regarded that last action would, therefore, be dismissed. Action No. 3,063 would stand out of the list for the present.

ATKIN, L.J., and LAWRENCE, L.J., delivered judgments to the same effect.

COUNSEL:—*Sir Henry Maddocks*, K.C., and *Linton Thorp*, for the plaintiff; *Norman Birkett*, K.C., and *The Hon. S. O. Henn Collins*; *Croom Johnson*, K.C., and *Michael Hoare* and *St. John Field*, for the various defendants.

SOLICITORS: *Thorp, Saunders & Thorp*; *Field, Roscoe and Co.*; *Trower, Still & Keeling*; *Warwick Webb, Son & Co.*, for *Collins, Moger & Hughes*, Bath.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

NOTES OF CASES.

Court of Appeal.

Attorney-General *v.* **Belilios.** No. 1. 29th November.

REVENUE—ESTATE DUTY SUCCESSION FOREIGN DISPOSITION—PROPERTY ABROAD—SUBSEQUENT APPOINTMENT OF ENGLISH TRUSTEES—ADMINISTRATION PROCEEDINGS IN CHANCERY DIVISION—NO CHANGE IN SUCCESSION—SUCCESSION DUTY ACT, 1853, 16 & 17 Vict., c. 51, s. 2—FINANCE ACT, 1894, 57 & 58 Vict. c. 30, s. 2 (2).

Appeal from a decision of Rowlatt, J., on an information by the Attorney-General to recover estate and succession duties. The testator, E. R. Belilios, died in 1905 in Hong-Kong, where he was domiciled, having by his will given all the residue of his estate, consisting of property situate in Hong-Kong of the value of about £66,000 to his son R for his life with remainder to the son's children in equal shares. R was domiciled in Hong-Kong all his life, but died in England in 1922. In 1911 R desired to borrow money, but could only do so by appointing English trustees of the will along with himself, which he did by deed of 4th May, 1911. Several applications were made by the English trustees to the Chancery Division in the matter of the trust and the infant children were made wards of court. On the death of R, the Crown claimed estate and succession duty in the estate, on the ground that the settlement had become an English settlement, and Rowlatt, J., following *Thompson* v. *Birch*, 1876, W.N.177, held that estate duty, but not succession duty, was payable. The defendants appealed.

The Court (Lord Hanworth, M.R., Sargant and Lawrence, L.JJ.) allowed the appeal. The succession was constituted by the law of Hong Kong on the death of the testator in 1905, and could not be changed into an English succession by the appointment of English trustees or any other act of the successors: *Wallace* v. *Att.-Gen.*, L.R. 1 Ch. App. 1. Moreover, being infants, the children's rights could not be so affected. There was no direction contained in the will to create any trust subject to English law as in *Att.-Gen.* v. *Campbell*, L.R. 5 H.L. 524, on which ground that and other cases were distinguishable. The decision in *Thompson* v. *Birch*, *supra*, was incorrect and could not be followed. The information therefore would be dismissed with costs.

COUNSEL: *Maugham*, K.C., *Latter*, K.C., and *J. D. Israel*; *The Attorney-General* (Sir Douglas Hogg, K.C.) and *Beebee*.

SOLICITORS: *Elvy Robb & Co.*; *The Solicitor of Inland Revenue*.

[Reported by H. LANGFORD-LEWIS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Blackwell: Blackwell** *v.* **Blackwell.**

Eve, J. 19th December.

WILL—SECRET TRUST—VERBAL EVIDENCE—ADMISSIBILITY—INSTRUCTIONS TO ONE OF TRUSTEES—ACCEPTANCE OF TRUST.

In this action the plaintiffs claimed that no valid trusts of a legacy of £12,000 had been declared by the testator, who by a codicil bequeathed to his five friends the said legacy upon trust "for the purposes indicated" by him to them. The codicil was in fact prepared by C, one of the trustees, who wrote out a memorandum of the instructions for the trust, which he signed. The defendants, the personal representatives and the five trustees, contended that the trusts were declared in detail to one trustee and in outline to all the others, and should be carried out. It was contended by the plaintiffs that parol evidence was not admissible to establish "the purposes" of the trust.

EVE, J., said the memorandum established the identity of the beneficiaries and embodied the instructions for the

trustees which formed a complete, valid and consistent trust, and the sole question was whether the evidence was admissible. The point was concluded by *In re Fleetwood*, 15 Ch. D. 594. That decision, which had not escaped some criticism, had survived for nearly fifty years. It was distinguished in *In re Hetley*, 1902, 2 Ch. 866, where the testamentary disposition was construed not as creating a trust, but as conferring a power of appointment, but it had been followed in some cases. In *In re Gardner*, 1920, 1 Ch. 501, his lordship considered himself bound by it and he must accordingly decide that the evidence in the present case was admissible and established a valid trust.

COUNSEL: *Sir Thomas Hughes*, K.C., *Tom Eastham*, K.C., and *J. M. Easton*; *Gavin Simonds*, K.C., and *John Bennett*; *C. A. Bennett*, K.C., and *Raymond Jennings*.

SOLICITORS: *Rooke & Sons*, for *T. & G. S. Brownson*, Manchester; *Simmons & Simmons*, for *March, Pearson, Yates & Green*, Manchester, and *Graham-Hooper & Betteridge*, Brighton.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Hewitt *v.* Essex County Council.

Sankey, J., and Talbot, J. 30th November.

PRACTICE AND PROCEDURE—SPECIAL CASE—HIGH COURT DECISION FINAL—IN CROWN PAPER OR SPECIAL PAPER?—APPLICATION—DISCRETION OF JUDGE.

A litigant cannot by right require a special case to be set down for hearing in either the Crown Paper or the Special, as he may desire; upon his application to remove it from the former into the latter, the decision is in the discretion of the judge hearing the application. It is desirable in important matters, from which there is no appeal, that the litigant should have the advantage of three judges.

The award of the official arbitrator upon a claim for injurious affection of land was stated in the form of a special case, as he was empowered to do under s. 6 of the Acquisition of Land (Assessment of Compensation) Act, 1919. This section, after making provision for the stating of a case at any stage of the proceedings, for the opinion of the High Court upon any question of law, further provides: "The decision of the High Court upon any case so stated shall be final and conclusive and shall not be subject to appeal to any other court." The case stated by the official arbitrator was entered for trial in the Crown Paper, and the claimants now applied to the Divisional Court that it should be transferred to the Special Paper.

SANKEY, J., giving judgment, said that this was an application on a point of procedure as to which court should consider the award. In his opinion, no question of principle was involved, it was entirely a matter of practice and procedure. He read s. 6 of the Acquisition of Land (Assessment of Compensation) Act, 1919. Dealing with the history of the list for Special Cases, his lordship said that originally they went to the Divisional Court, but that the then Lord Chief Justice, some years ago, made an order that certain cases in which there was an appeal should go before one judge, and so relieve the Divisional Court list. He did not see anything which gave the right to a litigant to say that his case should go to one or the other. It seemed desirable in important matters, where the Act made the High Court decision final, that the party should have the advantage of three judges. He considered it a matter of discretion, and that now the point had been taken, they had a right to decide it. He thought that the case had been rightly entered in the Crown Paper.

COUNSEL: *Tristram Beresford*, for the claimants; *W. Bowstead*, for the Minister of Transport; Essex County Council not separately represented.

SOLICITORS: *Wilson & Co.*; *The Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Parliamentary News

LONDON RATING BILL.

The improbability that the London Rating Bill will be introduced into Parliament next Session is indicated in the minutes submitted to the Westminster City Council at its meeting on Thursday last, when the council was recommended to protest to the Prime Minister and the Minister of Health against the introduction of any Bill "which would destroy the principle of one single valuation for income-tax and rating purposes, or the stability of the quinquennial valuation list." The report, however, adds that there are two matters which are urgent, and should form the subject of an Act of Parliament before the next quinquennial revision of the valuation list, namely:—

"(1) The law relating to the rating of machinery should be amended to accord with the law in the provinces, otherwise there would be an injustice to occupiers of premises in London containing machinery.

"(2) The payment of income-tax on the actual rent where it is in excess of the annual value in the valuation list as finally determined by the Assessment Committee or by Quarter Sessions.

"With regard to (1) there is a consensus of opinion, and a short Bill in the terms of the relative provisions of the Rating and Valuation Act, 1925, would be all that is required."

PRIVATE BILL LEGISLATION.

The Examiners of Private Bills in the House of Commons on Wednesday went through a large number of Private Bills to see that the standing orders had been complied with. In no case was any opposition offered at this stage, but formal evidence of compliance with the standing orders was given. The Bills will be introduced when Parliament reassembles next month after it has been decided before which House they shall first come.

The Bills which passed the initial stage on that occasion included those promoted by railway companies seeking road transport powers, and the General Powers Bill of the L.M.S.R. Among other measures were the London County Council General Powers and Tramway Subway and Improvements Bills, the Bethlem Hospital, the Port of London, the South Metropolitan Gas, the South Suburban Gas, the Barnet District Gas and Water, and the Rickmansworth and Uxbridge Valley Water Bills.

Societies.

The Law Society.

SPECIAL PRIZES OPEN TO CANDIDATES AT THE HONOURS EXAMINATIONS IN THE YEAR 1927.

THE SCOTT SCHOLARSHIP.—George Francis Shipman, B.A. (Oxon.), having, in the opinion of the Council, shown himself best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the Scholarship founded by the late Mr. James Scott, of London.

Mr. Shipman served his articles of clerkship with Mr. Geoffrey Copson Peake, of the firm of Messrs. Barwick, Peake and Milling, of Leeds; and Messrs. Thorowgood, Tabor and Hardcastle, of London; and was awarded the Clement's Inn Prize in November, 1927.

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.—Arthur Westley Richards, having, in the opinion of the Council, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory examination and attained Honorary Distinction, and being under twenty-seven years of age, they have awarded to him the prize, consisting of a gold medal, founded by the late Mr. Francis Broderip, of London.

Mr. Richards served his articles of clerkship with Mr. Thomas Drinkwater Syers, of the firm of Messrs. Syers, Dixon & Barrell, of Liverpool; and Messrs. Finch, Jennings & Tree, of London; and was awarded Second Class Honours in June, 1927.

THE CLABON PRIZE.—Philip Thornley Bowcock, having, in the opinion of the Council, shown himself best acquainted with the Principles of Equity, and otherwise passed a satisfactory examination, they have awarded to him the prize founded by the late Mr. John Moxon Clabon, of London.

Mr. Bowcock served his articles of clerkship with Mr. William Harvey Breton, of Longton, Staffordshire; and obtained the Daniel Reardon Prize in November, 1927.

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS.—Arthur Westley Richards, who served two-thirds of his period of service in Liverpool, passed the best examination,

being not above twenty-seven years of age, and attained Honorary Distinction in the Second Class, the Council having awarded to him the Gold Medal founded by the late Mr. Timpron Martin, of Liverpool.

Mr. Richards served his articles of clerkship as before stated.

THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.—Arthur Westley Richards, who served two-thirds of his period of service in Liverpool, having shown himself best acquainted with the Law of Real Property and the practice of conveyancing, obtained at least two-thirds of the total marks obtainable in these subjects, otherwise passed a satisfactory examination, being not above twenty-seven years of age, and attained Honorary Distinction, the Council have awarded to him the Gold Medal founded by the late Mr. John Atkinson, of Liverpool.

Mr. Richards served his articles of clerkship as before stated.

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.—The Examiners reported that there was no candidate qualified to take this prize.

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.*—Leslie William Heeler, B.A., Birmingham, having, from among the candidates who have passed two-thirds of their term of service with a member of the Birmingham Law Society, been placed first in order of merit, attained Honorary Distinction and awarded a prize, the Council have awarded to him the Gold Medal of the Birmingham Law Society.

Mr. Heeler served his articles of clerkship with Mr. William Francis Horden, of the firm of Messrs. Pritchard, Horden and Newey, of Birmingham; and was awarded the Daniel Reardon Prize in June, 1927.

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.—John Albert Calthrop Taylor, M.A., LL.B. Cantab., having, from among the candidates who have passed two-thirds of their term of service with a member of the Birmingham Law Society, and who have not taken the Society's Gold Medal, attained Honorary Distinction in the Second Class, the Council have awarded to him the Bronze Medal of the Birmingham Law Society.

Mr. Taylor served his articles of clerkship with Mr. George Huggins, of the firm of Messrs. Huggins & Co., of Birmingham; and Messrs. Bell, Brodrick & Gray, of London; and was awarded Second Class Honours in June, 1927.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.—Leslie Norfolk Battersby, B.A., LL.B., Cantab., who served two-thirds of his period of service in Manchester, having passed the best examination and attained Honorary Distinction in the Second Class, and being under the age of twenty-six years, the Council have awarded to him the Gold Medal founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Battersby served his articles of clerkship with Mr. Frederick Osborne Simeon Leak, of the firm of Messrs. F. O. S. Leak & Co., of Manchester; and Messrs. Hyman Isaacs, Lewis & Mills, of London.

THE NEWCASTLE UPON TYNE PRIZE. Robert Joicey Dickinson, B.A., Oxon., who served two-thirds of his period of service in Newcastle-upon-Tyne, having passed the best Examination during the year and attained Honorary Distinction in the First Class, the Council have awarded to him the Prize founded by Mr. Robert Brown, of Newcastle-upon-Tyne.

Mr. Dickinson served his Articles of Clerkship with Mr. Alexander Mark Turnbull, of the firm of Messrs. Dickinson, Miller & Turnbull, of Newcastle-upon-Tyne; and was awarded the Clement's Inn Prize in June, 1927.

THE WAKEFIELD AND BRADFORD PRIZE.—Roy Marshall Priestley, LL.B. Leeds, who served two-thirds of his period of service in Bradford, and whose Principal was at the date of the Articles a member of The Law Society, having passed the best Examination during the year and attained Honorary Distinction in the First Class, the Council have awarded to him the Prize founded by the late Mr. Samuel Smith Seal, of London.

Mr. Priestley served his Articles of Clerkship with Mr. Herbert Edward William Fox, of Bradford; and was awarded the Daniel Reardon Prize in November, 1927.

THE SIR GEORGE FOWLER PRIZE.—The Examiners reported that there was no candidate qualified to take this Prize.

THE MELLERSH PRIZE.—Noel Davis Peard, having, from among the candidates who have been articled in the Counties of Surrey and Sussex or who are the sons of solicitors who have resided and practised in either of those counties, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the Prize founded by the late Mr. Robert Edmund Mellersh, of Godalming.

* The award of this Medal carries with it the Horton Prize.

Mr. Peard served his Articles of Clerkship with Mr. William Neate Rowland, of the firm of Messrs. Rowland & Hutchinson, of Croydon; and Messrs. Cunliffe, Blake & Crossman, of London; and was awarded the Clifford's Inn Prize in June, 1927.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, the 9th inst., Mr. G. Bull in the chair. Mr. C. C. Ross opened "That this House approves restriction on racial migration." Mr. E. E. Pugh opposed. There also spoke Messrs. Bell, Hughes and Shanly. Mr. Ross having replied, the motion was put to the House and carried by one vote.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held on the 11th inst. at the Law Society's Hall, Chancery-lane, London, Mr. Charles Ed. Barry (Bristol) in the chair. The other directors present were Messrs. E. E. Bird, A. C Borlase (Brighton), N. T. Crombie (York), W. F. Cunliffe, R. W. Poole, P. J. Skelton (Manchester), M. A. Tweedie, and A. B. Urmston (Maidstone).

One thousand nine hundred and ninety-five pounds was distributed in grants of relief, and thirty-seven new members were elected.

To celebrate the election of Mr. Charles E. Barry as chairman of the Association, the subscribers in Bristol have given donations to the amount of £356 7s. 6d.

Incorporated Society of Auctioneers, etc.

Mr. P. G. Davies, of Bristol, senior vice-president of the Incorporated Society of Auctioneers and Landed Property Agents, has been elected president of the society for 1928. Mr. E. K. House (London) has been re-elected chairman of the council, and Mr. H. W. Pilkington (Middlesbrough) has been elected vice-president.

Law Students Debating Society.

At a meeting of the society held at the Law Society's Hall, on Tuesday, the 17th inst. (Chairman, Mr. E. G. M. Fletcher), the subject for debate was: "That in the opinion of this house the case of *Republica de Guatemala* v. *Nunez*, 1927, 1 K.B. 669, was wrongly decided."

Mr. A. S. Diamond, opened in the affirmative, supported by Mr. R. J. B. Anderson, whilst Mr. W. S. Jones, opened in the negative and Miss C. M. Young seconded.

The following member also spoke: Mr. H. Shanly. The opener having replied, and the chairman having summed up, the motion was lost by three votes. There were thirteen members and three visitors present.

The Bar Meeting.

Presiding over the annual general meeting of the Bar, held in the Inner Temple Hall, on Wednesday, the 18th inst., the Attorney-General, Sir Douglas Hogg, K.C., M.P., said that from the professional point of view the year had been fairly quiet. The Council had been again invited to take part in the European conference, and were now awaiting details of the exact plan, but it was possible that their constitution might make it difficult for them to do more than retain friendly relations with those on the other side of the Channel. A difference between solicitors and themselves had, he said, been brought to a happy conclusion. Some of the other side, a minority, had desired fusion: they had said that the step from barrister to solicitor or *vice versa* should be made as easy as possible. The matter had for a long time been a bone of contention, and he was glad to say that conditions had now been accepted by all the Inns of Court. Dealing with the question of the appointment of two extra judges, he referred to the resolution of the House of Lords last year which, owing to pressure of time, never came before the Commons. He said that there had been certain criticism that the extra judges were designed to relieve the pressure of work on the existing judges. The judges, however, would not be affected by the appointments; they had to sit a certain number of hours on certain days. The extra judges were intended to assist the public in having speedy trials, and he hoped the demand would be supported by all members of the Bar.

Sir John Simon said that he had been entrusted with the privilege of moving the customary vote of thanks to the Attorney-General. He had, he said, been associated with him

ever since they were both called to the Bar, and it would be agreed by common consent that he was a most efficient and most beloved holder of his great office. Sir John said that he must have been born under a lucky star, because he selected as his birthday the same date as the Attorney-General.

The Attorney-General, replying, said that when Sir John wrote to him to say that he had resigned practice at the Bar he asked him not to make this meeting the occasion of a funeral oration. He would, however, have fallen short of his duty if he made no reference to so great a figure who had so long remained prominent in office. It was some twenty years since Sir John took silk, and fifteen years since he was Attorney-General. His resignation left a very great gap in their ranks, and it was a great privilege that his last act as a barrister was that he should propose a vote of thanks to him (the Attorney-General). "We wish, one and all," said the Attorney-General, "that success may crown the great work to which he has set his hand, and whatever public service may claim his great talents, or whatever enterprise he may choose in the future, he will take with him the esteem and affection of all the members of his profession."

The adoption of the report of the Council moved by Sir Thomas Hughes, K.C., and seconded by Mr. J. A. Hawke, K.C., was carried unanimously.

Inner Temple.

The Treasurer (Mr. Justice Rowlatt) and the Masters of the Bench of the Inner Temple entertained at dinner on Wednesday, being the Grand Day of Hilary Term, the following guests: The Speaker of the House of Commons, Viscount Peel, The Bishop of Rochester, Lord Trevethin, Mr. J. C. C. Davidson, M.P., Mr. Justice Tomlin, Sir Cecil Hurst, K.C., Sir Michael O'Dwyer, Sir Charles Chitty, the Dean of Winchester, Brigadier-General J. T. Wigan, the Master of the Temple, the Headmaster of Rugby School, Mr. Geoffrey Dawson, and the Rev. the Reader. The following Masters of the Bench were present: Sir Arthur Channell, Sir John Bankes, Sir Francis Taylor, K.C., Viscount Ullswater, Mr. Justice Avory, Sir Ernest Moon, K.C., Mr. Justice Shearman, Mr. E. W. Hansell, K.C., Mr. A. M. Langdon, K.C., the Master of the Rolls, Mr. Lauriston Batten, K.C., Sir G. F. Hohler, K.C., M.P., Mr. Edward Morten, K.C., the Lord Chief Justice, Mr. Alexander Grant, K.C., Mr. A. A. Hudson, K.C., Mr. Justice Bateson, Mr. W. B. Clode, K.C., Mr. F. P. M. Schiller, K.C., Mr. B. A. Cohen, K.C., Mr. Justice Wright, Mr. H. P. Macmillan (honorary), Mr. R. F. Bayford, K.C., and Mr. E. W. Wingate-Saul, K.C.

Legal Notes and News.

Honours and Appointments.

Mr. J. Leigh Turner, Town Clerk of Blyth, has received the additional appointment of Clerk to the River Blyth Port Sanitary Authority. Mr. Turner was admitted in 1906, and was appointed Town Clerk of Blyth in 1923. His previous appointments were Assistant Town Clerk of Rotherham, and Town Clerk of Hartlepool.

Mr. G. Meyrick Price, solicitor, has been appointed Town Clerk of Tenby, in succession to the late Mr. G. Lort Stokes. Mr. Price was admitted in 1907.

Resignations, etc.

Mr. Herbert Hankinson, solicitor, who was appointed Town Clerk of Northampton in 1901, has resigned. Admitted in 1882, he also held the appointments of Clerk to the Local Education Authority and Old Age Pensions Committee.

Mr. Wm. Botterill, Clerk to the Norton (Yorks) Urban District Council for thirty-seven years, has resigned his office on the ground of his increasing years.

Professional Announcements.

(2s. per line.)

Messrs. Edward Lyon Taylor and Lyon W. Taylor, practising as Standring, Taylor & Co., at 1, King-street, Rochdale, announce that they have taken into partnership Mr. Arthur Davidson. The name of the firm will remain unchanged.

Mr. Edwin H. Coe, practising at No. 16 Albemarle-street, W.1, announces that as from the 16th January, 1928, he has admitted into partnership Mr. Harold John Brown, B.A., LL.B. (Cantab.) (until recently a member of the firm of Messrs. Parker & Brown, of Worthing, Sussex). The practice will continue to be carried on at 16 Albemarle-street, under the name of "Edwin Coe & Brown."

As from 1st February, 1928, Mr. William Cavendish Searle, solicitor, will enter into partnership with Mr. Harold Gabriel Morrish and Mr. Julian Strode, who have for some years past been practising at Serjeants' Inn, Fleet-street, E.C.4, under the style of "Morrish & Strode." The combined practices will be carried on at 8 Serjeants' Inn, Fleet-street, E.C.4, in the name of "Morrish, Strode & Searle." The telephone number of the new firm will be Central 2116.

Professional Partnerships Dissolved.

Benjamin Arthur Wightman and Henry Reed, Sheffield (Broomhead, Wightman & Reed), by mutual consent as from 31st December. H. Reed will carry on the business at same address on his own behalf under the style of Broomhead, Wightman & Reed.

Frederic John Shaw and Everard Stearns Bristowe, 59 and 60, Chancery-lane, W.C. (Shaw and Bristowe), by mutual consent as from 31st December.

George William Taylor, Graham Strang Steel, Harold Henry Marriott, and William Crocker, solicitors, 53, Gresham House, Old Broad-street (Morley, Shirreff & Co.), by mutual consent as from 31st December, so far as regards H. H. Marriott.

John Tharp Plowman and Maurice Wells Harwood, solicitors, 26, Basinghall-street (Winter & Plowman), by mutual consent as from 1st January.

Henry Grylls and Grylls Phillips Paige, solicitors Redruth, Cornwall (Grylls & Paige), by mutual consent as from 31st December. G. P. Paige will continue to practise at same address under the same firm name.

RETIREMENT OF SIR JOHN SIMON, K.C., M.P.

Sir John Simon, who sailed for India on Thursday last, as chairman of the Statutory Commission, has retired from practice at the Bar.

In The Right Hon. Sir John Allsebrook Simon the Bar loses one of the greatest leaders of modern times. He will be fifty-five years of age next month, and is the son of a Congregational minister. At Wadham College, Oxford, he carried off all the prizes open to him, equalled Lord Birkenhead in debate, and became president of the union. He was called to the Bar in 1899, and then began a career which is said to be without parallel in English legal annals, for he qualified for "silk" within nine years, became Solicitor-General while still in the thirties, Attorney-General at forty, and declined the Lord Chancellorship at the age of forty-two. His earnings at the Bar were accounted fabulous, consequent on his being briefed at a high fee in nearly every important case. He represented Walthamstow in the House of Commons, but since 1922 he has been member for Spen Valley.

In the early days of the war he was Home Secretary, but he went out in 1916, and during the next two years served as a major in the Royal Air Force in France. Since the war he has thrown himself into legal and public affairs with renewed energy. He was leading counsel for Newfoundland in the Labrador boundary case two years ago, and his speech in the House of Commons on the General Strike, which he declared to be illegal, was one of the main causes of its collapse.

DINNER TO SIR JOHN SIMON, K.C., M.P.

Before his departure Sir John Simon was entertained at dinner at the Reform Club, Pall Mall, by members of the club. The chair was taken by Judge H. M. Sturgess, K.C., who proposed the toast of the guest, supported by Lord Buckmaster and Sir Herbert Samuel.

The company, which numbered 130, included: Lord Airedale, Sir W. J. Collins, Sir Alexander Gibb, Lord Meston, Mr. Justice Horridge, Sir R. Leicester Harmsworth, Sir Clarendon Hyde, Viscount Erleigh, Major-General Sir Robert Hutchison, Mr. T. Wilfrid Fry, Mr. Leif S. Jones, Sir William Mackenzie, Sir Donald Maclean, Sir Robert A McCall, Sir Thomas F. Molony, Mr. T. Wontner-Smith, Sir Frank Newnes Lord Rathcreedan, Mr. Charles O'Connor, Lord Southwark, Viscount Wimborne, Sir Albert Spicer, Mr. Thomas Wiles, Mr. Walter J. Burt, Sir Richard W. Essex, Mr. Justice Wright, Sir James Currie, Mr. H. F. Previte, Sir William Carruthers, Sir Ernest J. P. Benn, Sir Robert W. Aske, M.P., and the Hon. William Borthwick.

THE LAW OF PROPERTY ACTS.

THE LAW OF PROPERTY ACT, 1925
THE TRUSTEE ACT, 1925
THE LAND CHARGES ACT, 1925
THE JUDICATURE ACT, 1925
THE ADMINISTRATION OF ESTATES ACT, 1925, and
THE SETTLED LAND ACT, 1925

AN EPITOME

OF ALL THE

REPORTED CASES

FOR NOTING UP.

(*Reprinted from "The Solicitors' Journal," December 31, 1927.*)

PRICE 7d., post free.

THE SOLICITORS' JOURNAL, 29, Breams Buildings, E.C.4.
TELEPHONE: HOLBORN 1853.

A WASTE OF JURORS' TIME.

In the Divorce Court, on Tuesday, there were eleven common jury cases in which the petitioners claimed damages against the co-respondents, but in several of them the claims for damages were abandoned when the cases were called on. Commenting on this, the President said: "It is wasting the time of the jury to put cases in the jury list and, when the cases are called on, to tell the jury that their services will not be required. The jury, like other citizens, cannot afford to spend longer time here than is needed for their public duty."

A SWEDISH INSTITUTE OF INTERNATIONAL LAW.

A Swedish Institute of International Law is now being organised at the old Swedish University of Upsala, thanks to a liberal donation by Councillor Harry A. Johnson, a Swedish diplomat. Swedish statesmen and jurists have always manifested great interest in these studies, and in 1924 the Swedish delegation at Geneva submitted a proposal to the League of Nations for codifying international law. The proposal was adopted, and a committee has since then worked for this end to a great extent under the direction of Governor Hjalmar Hammarskjoeld, Sweden's most prominent expert in this subject.

The new institute which will be named the Johnson Institute, will possess a first-class library and archives for independent and scientific research to further the Swedish interest in this important department of study. The donor has expressed his wish that Professor Oesten Undén former Swedish Minister of Foreign Affairs and then Member of the Council of the League of Nations, should be appointed as the head of the Institute.

THE MIDDLESEX HOSPITAL.

WHEN CALLED UPON TO ADVISE AS TO LEGACIES, PLEASE DO NOT FORGET THE CLAIMS OF THE MIDDLESEX HOSPITAL, WHICH IS URGENTLY IN NEED OF FUNDS FOR ITS HUMANE WORK.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.

Circuits of the Judges.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns, both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two judges go, there will be no alteration in the old practice.

The following judges will remain in town: Horridge, J., and Rowlatt, J., during the whole of the Circuits; the other judges till their respective Commission Days.

WINTER ASSIZES, 1928.	S. EASTERN.	NORTH WALES.	SOUTH WALES.	WESTERN.
Commission Days.	*Salter, J.*	*Talbot, J.* (1) *MacKinnon, J.* (2)	*MacKinnon, J.*	*McCardie, J.* (2) *Acton, J.* (1)
Wednesday Jan. 11	Huntingdon	.. ..	.. ..	.. ..
Thursday ,, 12	.. ..	Welshpool	.. ..	.. ..
Friday ,, 13	.. ..	.. ..	.. ..	Devizes
Saturday ,, 14	Cambridge	.. ..	.. ..	.. ..
Monday ,, 16	.. ..	Dolgelly	.. ..	.. ..
Wednesday ,, 18	.. ..	.. ..	.. ..	.. ..
Thursday ,, 19	.. ..	Carnarvon	.. ..	Dorchester
Friday ,, 20	.. ..	.. ..	.. ..	.. ..
Saturday ,, 21	Ipswich	.. ..	.. ..	.. ..
Monday ,, 23	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 24	.. ..	.. ..	.. ..	Taunton
Wednesday ,, 25	.. ..	Beaumaris	Haverf'dwest / Lampeter / Carmarthen	.. ..
Thursday ,, 26	.. ..	.. ..	To be held at	.. ..
Friday ,, 27	.. ..	.. ..	Carmarthen	.. ..
Saturday ,, 28	Norwich	.. ..	.. ..	.. ..
Monday ,, 30	.. ..	Rothlin	.. ..	Bodmin
Tuesday ,, 31	.. ..	.. ..	Brecon	.. ..
Wednesday Feb. 1	.. ..	.. ..	.. ..	.. ..
Friday ,, 3	.. ..	Mold	Presteign	.. ..
Saturday ,, 4	Chelmsford	.. ..	.. ..	.. ..
Monday ,, 6	.. ..	Chester (2)		Exeter (2)
Wednesday ,, 8	.. ..	.. ..	.. ..	.. ..
Saturday ,, 11	.. ..	.. ..	.. ..	.. ..
Monday ,, 13	.. ..	Cardiff (2)		.. ..
Tuesday ,, 14	.. ..	.. ..	.. ..	Bristol (2)
Wednesday ,, 15	.. ..	.. ..	.. ..	.. ..
Thursday ,, 16	.. ..	.. ..	.. ..	.. ..
Saturday ,, 18	.. ..	.. ..	.. ..	.. ..
Monday ,, 20	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 22	.. ..	.. ..	.. ..	Winchester (2)
Saturday ,, 25	.. ..	.. ..	.. ..	.. ..
Thursday Mar. 1	.. ..	.. ..	.. ..	.. ..
Thursday ,, 8	.. ..	.. ..	.. ..	.. ..

WINTER ASSIZES, 1928.	NORTHERN.	OXFORD.	MIDLAND.	N. EASTERN.
Commission Days.		*Lord Chief Justice.* (2) *Roche, J.* (1)	*Sankey, J.*	
Wednesday Jan. 11	.. ..	.. ..	.. ..	.. ..
Thursday ,, 12	.. ..	.. ..	.. ..	.. ..
Friday ,, 13	.. ..	.. ..	.. ..	.. ..
Saturday ,, 14	.. ..	.. ..	Aylesbury	.. ..
Monday ,, 16	.. ..	Reading	.. ..	.. ..
Wednesday ,, 18	.. ..	.. ..	.. ..	.. ..
Thursday ,, 19	.. ..	.. ..	Bedford	.. ..
Friday ,, 20	.. ..	.. ..	.. ..	.. ..
Saturday ,, 21	.. ..	Oxford	.. ..	.. ..
Monday ,, 23	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 24	.. ..	.. ..	Northampton	.. ..
Wednesday ,, 25	.. ..	Worcester	.. ..	.. ..
Thursday ,, 26	.. ..	.. ..	.. ..	.. ..
Friday ,, 27	.. ..	.. ..	.. ..	.. ..
Saturday ,, 28	.. ..	.. ..	.. ..	.. ..
Monday ,, 30	.. ..	.. ..	Leicester	.. ..
Tuesday ,, 31	.. ..	.. ..	.. ..	.. ..
Wednesday Feb. 1	.. ..	Gloucester	.. ..	.. ..
Friday ,, 3	.. ..	.. ..	.. ..	.. ..
Saturday ,, 4	.. ..	.. ..	.. ..	.. ..
Monday ,, 6	.. ..	.. ..	Oakham	.. ..
Wednesday ,, 8	.. ..	Monmouth	Lincoln	.. ..
Saturday ,, 11	.. ..	.. ..	.. ..	.. ..
Monday ,, 13	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 14	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 15	.. ..	Hereford	.. ..	.. ..
Thursday ,, 16	.. ..	.. ..	Derby	.. ..
Saturday ,, 18	.. ..	.. ..	.. ..	.. ..
Monday ,, 20	.. ..	Shrewsbury	.. ..	.. ..
Wednesday ,, 22	.. ..	.. ..	.. ..	.. ..
Saturday ,, 25	.. ..	Stafford (2)	Nottingham	.. ..
Thursday Mar. 1	.. ..	.. ..	.. ..	.. ..
Thursday ,, 8	.. ..	.. ..	.. ..	.. ..

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Jan. 23	Mr. Jolly	Mr. More	Mr. More	Mr. Bloxam
Tuesday .. 24	Hicks Beach	Ritchie	*Hicks Beach	More
Wednesday 25	Synge	Bloxam	Bloxam	Hicks Beach
Thursday . 26	More	Jolly	*More	Bloxam
Friday 27	Ritchie	Hicks Beach	Hicks Beach	More
Saturday .. 28	Bloxam	Synge	Bloxam	Hicks Beach

Date.	Mr. Justice Romer.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday Jan. 23	Mr. Hicks Beach	*Mr. Jolly	Mr. Ritchie	Mr. Synge
Tuesday .. 24	*Bloxam	Ritchie	*Synge	Jolly
Wednesday. 25	*More	*Synge	*Jolly	Ritchie
Thursday . 26	*Hicks Beach	Jolly	*Ritchie	Synge
Friday 27	*Bloxam	*Ritchie	Synge	Jolly
Saturday .. 28	More	Synge	Jolly	Ritchie

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

HIDARY SITTINGS, 1928.

COMPANIES (WINDING UP) AND CHANCERY DIVISION.

(*Continued from page* 36.)

Senior Crozier & Co ld (petn of Towler & Son ld & ors)
Notable Electric Co ld (petn of M Dunn ld)
European Supplies ld (petn of William Grant & Sons ld)
Nutting & Burroughs ld (petn of H M Smith, trading as Melliar, Smith & Co)
Burpham & Jacques ld (petn of A W Seth)
J M Williams & Co ld (petn of H D Evans & P Rogers, trading as Evans & Rogers)

Chancery Petitions.

Hull Oil Manufacturing Co ld and reduced (to confirm reduction of capital)
Paul Ruinart (England) ld and reduced (same)
Beira Town Sites ld & reduced (same)
Glenhafod Collieries ld & reduced (same)
County Fishing Co ld & reduced (same)
Exchange Sewing Machine Co ld and reduced (same)
Argentine Northern Land Co ld and reduced (same)
United Egyptian Salt ld and reduced (same)
W Williams & Son (Bread Street) ld & reduced (same)
Euphrates & Tigris Steam Navigation Co ld & reduced (same)
Berisfords ld & reduced (same)
C & J Hirst & Sons ld & reduced (same)
Henry Bessemer & Co ld & reduced (same)
Edson (Printers) ld & reduced (same)
Pollen House ld & reduced (same)
James H Dennis & Co ld & reduced (same)
Southwark Catholic Rescue Society (to confirm alteration of objects)
Leadenhall Underwriting Agency ld (same)
E W Rudd ld (to confirm reorganisation of capital)

Petition.

Denver United Breweries ld (to sanction Scheme of Arrangement)

Motions.

John Dawson & Co. (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15, 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5, 1921 to s.o. generally)
Corbridge Steamship Co ld (ordered on Dec 15, 1925 to s.o. generally)
R Maurice & Co ld (ordered on April 5, 1927 to s.o. generally)
B D S Wireless ld

Adjourned Summonses.

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)
Fairbanks Gold Mining Co ld (ordered on July 26, 1921, to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec. 16, 1921 to s.o. generally)
Atkey (London) ld (ordered on Jan. 22, 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb. 3, 1925, to s.o. generally)
Consolidated Produce Corpn ld (application of Sir E Bellingham —with witnesses—ordered on Dec. 7, 1926 to s.o. generally—retained by Mr. Justice Eve)
Same (application of H Williams —with witnesses—ordered on Dec 7, 1926 to s.o. generally—retained by Mr. Justice Eve)
Same (application of I Hyams —with witnesses—ordered on Dec. 7, 1926 to s.o. generally—retained by Mr. Justice Eve)
James Beck Cotton Spinning Co (ordered on June 28, 1927 to s.o. generally)
British Berna Motor Lorries ld (appln of G A O'Hanlon—with witnesses—ordered on Dec. 7, 1927 to s.o. generally—retained by Mr. Justice Romer)
Same (appln of C W Grimwade—with witnesses — ordered on Dec. 7, 1927 to s.o. generally—retained by Mr. Justice Romer)
Same (application of Hudsons Consolidated ld & ors—with witnesses—ordered on Dec. 7, 1927 to s.o. generally—retained by Mr. Justice Romer)
Anglo-German Coal Co ld

Chancery Division.

French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2, 1914, to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3, 1923 to s.o. generally)
Economic Building Corpn ld (ordered on July 3, 1923, to s.o. generally)

Before Mr. Justice Russell.
(Non-Witness List.)

Further Considerations.

Re Lazarus Lazarus v Lazarus
Re Godwin Godwin v Stockley
Re Eggleton Westminster Bank ld v Eggleton

Adjourned Summonses.

Re Emil Werckmeister and re-trading with the Enemy (Amendment) Act, 1916
Re Armaghdale Craig v Armaghdale
Re Elmslie Elmslie v Elmslie
Mayor, &c. of Reigate v Surrey County Council
Re Hartman Selby-Lowndes v Cramb
Re Earl of Stamford and Warrington Payne v Grey
Lloyds Bank v Morter
Re Knight Owen v Knight
Re Jessop Barclays Bank ld v Jessop
Re Firmin Brodrick v Firmin
Re Coward, Chance & Co. and re taxation of costs
Re Sefton-Tom Sterling v Sefton-Tom
Re Reeves Reeves v Pawson
Re Bonhote Smalley v Att-Gen
Re Martin Public Trustee v Barry
Re Hobbs Hobbs v Finch
Re Hearfield Settled Estate and re Settled Land Act, 1925
Re Robinson Bolton v Robinson
Re Turner and re Settled Land Act, 1925
Cheshire Lines Committee v Norman E Cox
Re Fazan Woods v Palmer
Pratt v Robinson
Re Robinson Hannah v Calvert
Re Hartley Shackleton v Davison
Re Gore Gore v Wynne
Re Bedwell Isleton v Singleton
Re Hornsby Dodds v Hornsby
Re Jones Midland Bank Executor and Trustee Co ld v Jones
Re Grantham Settlement and re Settled Land Act, 1925
Re Newman Rose v Bate (with witnesses)
Re Anderson Public Trustee Bielby
Re Allen Jacob v Allen
Re Freeman Borrowman v Freeman
Re Myers Myers v Myers
Simons v British Controlled Oilfields ld
Re Appleby Younger v Bell
Re Pugh Pugh v James
Re Martin Stacey v Parker
Re Fairbank Maurice v Mason
Re Madge Pridie v Bellamy
Re Bird Bird v Reader
Re Pym Cope v Moseley
Re Jobson Townell v Harrison
Valentine v Spreadborough
Weld v Petre
Re Tapling Midland Bank Executor and Trustee Co. ld v Jones
Paddington Borough Council v Finucane
Miller v Mayer
Re The Trade Marks Acts, 1905 and 1919 Re an Application by Fairfield ld
Re Weston Weston v Weston
Re Same Same v Same
Re Dawes Dawes v Dawes
Re Barkham Money v Barkham

Before Mr. Justice Romer.
(Witness List. Part 2.)

Cedar v Cedar
Thomas Macdonald & Sons ld v Wiseburgh (pt hd)
Wardle v Rennoldson
Gowen v Crisp
Re Barnett Barnett v Barnett
Nixon v H A P P Tanning Co ld
Phillippi v Administrator of German Property (s.o. for Att-Gen)
Arthur du Cros v The Dunlop Rubber Co ld
Alfred du Cros v Same
George du Cros v Same
The Dunlop Rubber Co ld v du Cros
Same v Same
Same v Same
Same v Same
Same v Ormrod
The Dunlop Rubber Cotton Mills v Same
Brooks v Pitter Gauge & Precision Tool Co ld
Norddeutsche Bank in Hamburg v The Nobel Dynamite Trust Co ld
Staplehorn v Holmes
Webb v Lewis
Meade-King v Ushers Wiltshire Brewery ld
Cash v Nash
Cambridge University Press v University Tutorial Press ld (not before Feb. 20)
Williams v Bashford
Coutts & Co v Shaw
Reynolds v Faraday
Warner Bros Pictures (Inc) v Gaumont Co ld (not before Easter)
Addis v Pollock
Fenwick v Huntingdon Rural District Council
Summerskill v Goodridge
Re Perry Gill v Perry
Wittenham v Barber
Boultwood v Paignton Urban District Council
Whelan v Whelan
Farnsworth v Farnsworth
Baron v Williams
Re The Cos (C) Act 1908 Re The Windsor Steam Coal Co (1920) ld
John Wright & Eagle Range ld v General Gas Appliances ld
Berrington v Porter
Domer v Simons
Cobbold v Garrett
Hall v Ponton
The Tobacco Co of Rhodesia & South Africa v Consolidated Produce Corpn.
British South Africa Co v Same
Galais v Majestic Insurance Co ld (not before Feb 15)
Re Lydenburg Proprietary Mines ld Price v The Company
Buzzacott v Buzzacott
Bennett v Quarterly Dividends ld
Marsh v Griffith
Edwards v Edwards
Griffith v Fowler, Abercomby, Simpson & Croome
Sheldon v Kingston
Vandeleur v Pacific & Atlantic Photos ld
Bree v Curtis
Re James Webbe v James
Lindsay v Whale
Re Cos (C) Act 1908 W H Bowaters ld
Princess Royal Colliery Co ld v Park Colliery Co ld
Dartnall v Tilley
Ellis v Ellis
Castle v Redknap
Same v Same
Walker v Baskett
Pryor v Sanders

Fish v National Union of General Workers
Clifton-Mogg v Hookway
Sherwood v Churchhouse
Wrightson v Steabben
Partridge v Soddy
Seale v Mitcham U D C
Spencer-Bonecourt ld v Adamson & Co
Jarrett v Jarrett
Dalrymple v Hatey
First Russian Insce Co (in liquidation) v London & Lancashire Insce Co ld
Galloway v Galloway
Douthwaite v Brewster
Hedges v Forno
Re Cardwell Cardwell v Cardwell
Rose Street Foundry & Engineering Co ld v India Rubber, Gutta Percha Telegraph Works Co ld
e The Cos (C) Act 1908 Re R H Cohen ld
Nottingham Corpn v Middleton
Lickenstein v Jones
Evans v Forward
J Salmon & Son ld v Rawlins
Eddowes v Newland
Re Davis Hartwell v Davis
Humphries v London Express Newspaper ld
Lawrence v Litholite Insulators ld
Bellamy v Mellor
Chapman v Chapman
Woolnough v Hutton
James v Andrews
Same v Same
Kurland v Vallentine
Re The Cos (C) Act 1908 Re The Arley Spinning Co ld
Re The Cos (C) Act 1908 Re Cinemas (West) ld
Roose v Roose
Buckley v Evans
Re Burra Ashford U D C v Burra
Barnsley v Greengrow
Everard v G Kent ld
Dickinson v Cottrell
Woodall-Duckham (1920) ld v Hardwicke
Kilby v Ashby
Cecil v Polsky
Driscoll v Selby
Glover v Collden
Tomlinson v Smith
Attorney-Gen v Dale
Tolley v Hawkins
Crabtree v General Electric Co ld
Attorney-Gen v Cotterell
Abbott v Ner-Sag ld
The Burlington Property Co v Meux Brewery Co ld (restored)

GROUP II.

Before Mr. Justice ASTBURY.

(Witness List. Part I.)

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Hart v Hart (restored)
Seymour v Lewis
Scott v Howden
Re Ducker's Trade Mark and Re Trade Marks Act, 1905 to 1919
Grant v Knaresborough U D C
Jenkins v Cooney
Jacobs v Jacobs
Wallrock v Clare
Harrold Drabble ld v Hycolite Manufacturing Co
Trustee of the Property of F Whaley v Whaley
Crowther v Smith
La Radiotechnique v Weinbaum
Robinson v Watson

Before Mr. Justice TOMLIN.

(Witness List. Part 2.)

Dickson v Halesowen Steel Co ld
Halesowen Steel Co ld v Dickson
Adria S A Di Navigaziome Mauttina v Administrator of Hungarian Property (s.o. for Att-Gen)
Re Macdonald Moore v Lindsay (s.o. until after return of Commission)
Mürrle v The Administrator of German Property (s.o. for Att-Gen)
Howard v Depper
Bland v Gobel
Jones & Attwood ld v National Radiator Co ld
Trustee in Bankruptcy of A Hood v Southern Union General Insce Co of Australasia ld
Kippax v Cohen
Tattersall v Sladen
Galloway v Dekovnick
Hood b Drewe-Mercer
Hardwicke v Steen
Errington & Martin ld v Sturgess
Same v Same
Curtis v Curtis
Castle v Field
Fishenden v Shaw
Griffin v Clisby
Re Simons Grant v Simons
Astra Films ld v Thompson
Re Michel Sheldon v Michel
Nottingham Corpn v Barton
Moira Colliery Co ld v Hextall
Culley's Stores ld v Cox & Sons
Wicke v Wicke
Vane v Famous Players Film Co ld
Moser v Fryer
Stevens v Rodham
Att-Gen v Colman's (Publicity) Service ld
Re Smallbone Smallbone v Smallbone
Re Gribble Gribble v Full
Williams v Harries
Alfred Dunhill ld v Fortnum and Mason ld
Wiley v Same
S Harman & Co ld v Same
Townly v Fortnum & Mason ld
Owen v Same
Nicholson v Wigton U D C
Trevallion v Pilkington & Son
Bloom v Atelson
Rutledge v Kerr
Danglowitz v Brand
A & C Black ld v Claude Stacey ld
Attorney-Gen v Stokesley R D C
Middlesex C C v Langer
Fitch v Halifax Brace Co ld
Main v Catling
Reffell v Robinson
Tilling-Stevens Motors ld v Kent C C
Attorney-Gen v Ringwood R D C
Brewster v Ratsey
Clements v Newson
Royal London Mutual Insce Soc ld v Barrett
O'Leary v Laird
Kendall v Clarke
Westminster Bank ld v Salter
Medland v Garrett
Westall v Ellis
Couch v Hudswell, Clarke & Co ld
Carless, Capel & Leonard v F Pilmore Bedford and Sons
Re Vellenger Ve'lenger v King
Lock v Lock
Page v Williams
Davies v Ripon Corpn
Attorney-Gen v Tasker
Archer v Crowhurst
Barnes v Wadeson
Berney v Newman
Perry v Gottwaltz
Champagne Heidsieck et Cie Monopole Societe Anonyme v E & J Burke ld
Rendall v Constantine & Jackson ld
Re Trade Marks Acts, 1905 & 1919 Re Rendall's Appln
Davidson v Newall & Clayton
Berndorff v F Chambers & Co ld
Legge v Kelly

Before Mr. Justice CLAUSON.

(Non-Witness List.)
Further Consideration.

Re Stone Fox v Stone

Adjourned Summonses.

International Electric Co ld v Aktiengesellschaft Mix & Genest
Re Gaul & Houlston's Contract & re Law of Property Act, 1925 (pt hd)
Re Shelton & re Settled Land Act, 1925
Re F S Isaac Lyon v Isaac (with witnesses)
Re Isaac Isaac v Isaac (with witnesses)
Re Same Same v Same
Re Cotterell Cotterell v Cotterell
Re Nicholson National Provincial Bank ld v Attorney-Gen
Re Howells Evans v Morse
Griffith v Owen
Re Schilling O'Rorke v Stuart
Davis v Benford
Re Glasson Thomas v Glasson
Re Illingworth National Provincial Bank ld v Illingworth
Re Alston Roberts West & re Settled Land Act, 1925
Re Delacour Bircham v Driscoll
Re Holme-Summers Welstead v Earl of Stafford
Re Belleville Broderick v Belleville
Re Whyte Whyte v Thomson
Re Dockerell Dockerell v Dockerell
Re Hadley Johnson v Haddon
Re Birnbaum Levenberg v Birnbaum
Re Robinson Shortland v Shepperd
Re Martin Barber v Berridge
Re Goode Boyce v Duggan
Re Jackson Riddell v Watson
Re Barlow Barlow v Barlow
Re Unsworth Allen v Guys Hospital
Re Glyn Mayhew v Maitland
Re Shackleton King v Ogden
Beindorff v F Chambers & Co ld
Re Dawson Dawson v Dawson
Re Hutchinson Watson v Hutchson (with witnesses)
Re Homberger Evans v Homberger
Re Sotheran Sotheran v Sotheran
Re Teesdale Seymour v Teesdale
Re Barry Warner v Crisp
Re Levinson Public Trustee v Levinson
Hinde v Hinde
Re Tench Oswald v Tench
Re Habgood & re Taxation of Costs

CHANCERY DIVISION

(In Bankruptcy).

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeal from County Court to be heard by a Divisional Court sitting in Bankruptcy, pending December 22nd, 1927 :—

Re a Debtor (No. 23 of 1926) Expte The Petitioning Creditor v The Debtor appl from the County Court of Surrey (Croydon)

Motions in Bankruptcy for hearing before the Judge, pending December 22nd, 1927.

Re Douglas Expte H Holmes, The Trustee v R C Bartlett (s.o. generally)
Re Williams Expte R F Nelson v J F Burtenshaw, The Trustee (s.o. generally)
Re Pinto Leite & Nephews Expte Visconde dos Olivaes v Sir W B Peat, The Trustee (s.o. generally)
Re Same Expte Sir W B Peat, The Trustee v Visconde dos Olivaes (s.o. generally)
Re Jacks (No. 1486 of 1926) Expte A Jacks v W G T Derwent, The Trustee
Re Arthur Expte F S Salaman, The Trustee (pt hd)
Re Bluestein Expte M Gilbert v M D Booth and D Mahony, Trustees (pt hd)
Re Sachs (No. 928 of 1926) Expte The Debtor v W P Cross
Re Glazer Expte F F Sharles, The Trustee v M M West

KING'S BENCH DIVISION.

CROWN PAPER.

For Judgment.

Harker v Britannic Assce Co ld

For Argument.

Driver v Woodcock & ors
Hewett & ors v Essex County Council
Guardians of the Ashby de la Zouch Union v Summers & ors
Kerman & anr v London County Council
Marsland v Taggart
The King v Dummett, Esq., Metropolitan Police Magistrate & anr
Williams v Jones
Robinsons ld v Richards
Jennings v Jones
The King v Watson, Esq., Metropolitan Police Magistrate & anr
The King v Mayor, &c of Borough of Tenderden
Jones v Dobbin
In the matter of John McLeish
Menzies v Executor of William Prewett
The King v Judge of Salford County Court & ors
Territorial Army Assoc of Devon v Mayor, &c of Plymouth (Acquiring Authority
In re a Solicitor
The King v Temple, Esq & ors JJ. of Wilts
The King v Morrow, Esq., Stipendiary Magistrate
The King v Webb, Esq & ors JJ. of Kent
The King v Same

CIVIL PAPER.

For Hearing.

N V Handel Maatschappif Leo Peltenburg v Aronson
M Hayes & Sons ld v Bishop (Mayor's & City of London Court)
Halsey v Barling (Newmarket County Court)
Bennison & anr v Karno (B Alexander & New Princes (1924) ld, Clmts)
Conquer v Boot (Brentford County Court) (pt hd Sankey & Talbot, JJ)

Haywood v Bennett (Birmingham County Court)
J W Jackman & Co ld v Leigh
Call v Barker & anr (Richmond County Court)
Priestley v Love & anr (Tredegar County Court)
Crick v Chapman (Williton County Court)
Niger Co ld v Latimer (Clerkenwell County Court)
Bernard v Williams (Croydon County Court)
Pagani & ors v A & L Lewis ld (Whitechapel County Court)
Truscott v Sutton Harbour Improvement Co (Plymouth County Court)
Gramophone Co ld v Owen (Westminster County Court)
Connor v Gasparro (Clerkenwell County Court)
Cousins & anr v Falgate & anr (Norwich County Court)
Met Ry Co ld v Davis (Bloomsbury County Court)
Same v Little (Bloomsbury County Court)
The Equitable Investment Co ld v Dixon & Co Defendants (The Official Receiver Claimant)
Rawding v Multiflora ld (Clerkenwell County Court)
Savory v Debbage (Great Yarmouth County Court)
Bell & anr v Bennett (Newcastle-upon-Tyne County Court)
Jenkins v Jenkins (Swansea County Court)
Lloyd v Cook (Bloomsbury County Court)
Ebner v Lascelles (Brighton County Court)
Ruscoe & anr v Burton (Marylebone County Court)
Day v Dunkels (Windsor County Court)
Hawkins v Macdona (Wandsworth County Court)
Ashworth v Taylor & anr (Blackpool County Court)
Rumfitt v Biggs (Lambeth County Court)
Hammond & Barr v Alexander
Anderson v Fear & Sons (Wandsworth County Court)
New Forest Agricultural Co-operative Society ld v Brown (Southampton County Court)
Brunner & anr v London County Council (Lambeth County Court)
Elvington Tenants ld v Hatton (Dover County Court)
Schiebeler & Co v Wolverton Motor & Cycle Co (Southampton County Court)
Parker v W Leet & Son ld (Shoreditch County Court)
Yudt v Feldman (Whitechapel County Court)
Sowerby & anr v Lindsay (Whitelock & anr 3rd parties) (Mayor's & City of London Court)
Taylor v Thompson (Mayor's & City of London Court)
Davis v Persee (Temperance Loan Fund, Cimts) (West London County Court)
McClellan v Woodall Duckham Vertical Retort & Oven Construction (1920) ld
Barker v Willis
Bateman v Corke
Bruton & anr v Huckett (Lambeth County Court)
William Ellison ld v Randall (Mayor's & City of London Court)
Cooper v Jones (Bloomsbury County Court)
Pollak v Donald Campbell & Co ld
Harvey v White & ors (Lambeth County Court)
Pollak v Donald Campbell & Co ld
Great Western Ry v Boon (Neath & Port Talbot County Court)
Alexander v City & South London Ry (Wandsworth County Court)
Rock Rural District Council v Bayton Colliery Co ld (Kidderminster County Court)
Birney v Anglo-Saxon Insce Co ld (Daventry County Court)
White v Shuker & Son (Shrewsbury County Court)
Johnson v Dandy (Bolton County Court)
Wooster & anr v Mason (Westminster County Court)
Bailey v Commercial Structures ld (Shoreditch County Court)
Richards v Levin (Shoreditch County Court)
Mansfield v Robinson (Great Grimsby County Court)

SPECIAL PAPER.

Foreman & Ellams ld v Blackburn
Board of Trade v Canadian Packing Co ld & ors
Hansford v The London Express Newspaper ld
Hilton v The Surrey Garden Village Trust ld
The Hain Steamship Co ld & ors v The Board of Trade.

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT. 1920.

In the Matter of an Application by Minet (re Mackay)

MOTION FOR JUDGMENT.

Edmondson v Blackham

REVENUE PAPER.

English Information.

Attorney-Gen and Claud Effie Bergin
Attorney-Gen and The London & North Eastern Ry Co & ors
Attorney-Gen and Luncheon & Sports Club ld

Cases Stated.

The Charterland & General Exploration & Finance Co ld and Commrs. of Inland Revenue
T Haythornthwaite & Sons ld and T Kelly (HM Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
James Shipstone & Sons ld and G C Morris (HM Inspector of Taxes)
The Commrs of Inland Revenue and L H Bentall
The Commrs of Inland Revenue and The Empire Cotton Growing Corporation
H D Beynon (HM Inspector of Taxes) and Thomas Wells Thorpe
R & H Green & Silley Weir ld and Commrs of Inland Revenue
Commrs of Inland Revenue and R & H Green and Silley Weir ld
E C Carpenter ld and Commrs of Inland Revenue
Sir William Mills, Kt and Elwyn Jones (HM Inspector of Taxes)
C B Daw and Commrs of Inland Revenue
W F B Daw and Commrs of Inland Revenue
Mrs K I Duff-Dunbar and Commrs of Inland Revenue
Mrs V O Mackintosh and Commrs of Inland Revenue
A R Spiers and A D O Mackinnon (HM Inspector of Taxes)
Lionel Sutcliffe ld and Commrs of Inland Revenue
Commrs of Inland Revenue and Huntley & Palmers ld
Col F G Barker, Exor of A E Perkins, dec and Commrs of Inland Revenue

Death Duties—Showing Cause.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

PETITIONS UNDER THE FINANCE ACT, 1894.

In re Samuel Thornley, dec
In re William Francis Courthorpe, dec
In re Baron Henry Edward E V Bliss, dec

DEMURRER.

Attorney-Gen and Guy Motors ld

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 26th January, 1928.

	Middle Price 18th Jan.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	85⅝	4	13	6	—		
Consols 2½%	55½	4	10	0	—		
War Loan 5% 1929-47	101½	4	18	6	4	18	9
War Loan 4½% 1925-45	96⅞	4	13	0	4	16	6
War Loan 4% (Tax free) 1929-42	100¾	3	19	0	3	19	6
Funding 4% Loan 1960-1990	89¼	4	10	6	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94	4	5	6	4	7	0
Conversion 4½% Loan 1940-44	97⅜	4	12	0	4	16	0
Conversion 3½% Loan 1961	77⅛	4	11	6	—		
Local Loans 3% Stock 1921 or after	65	4	12	6	—		
Bank Stock	258	4	12	0	—		
India 4½% 1950-55	93	4	16	6	4	18	6
India 3½%	72	4	17	0	—		
India 3%	62	4	16	6	—		
Sudan 4½% 1939-73	94	4	15	0	4	17	0
Sudan 4% 1974	84	4	15	6	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82½	3	15	0	4	12	6
Colonial Securities.							
Canada 3% 1938	85	3	12	0	4	18	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	0	6
Cape of Good Hope 3½% 1929-49	81	4	7	0	5	0	0
Commonwealth of Australia 5% 1945-75	98	5	2	0	5	2	6
Gold Coast 4½% 1956	94	4	15	6	4	17	6
Jamaica 4½% 1941-71	92	4	18	0	4	18	6
Natal 4% 1937	93	4	6	0	5	0	0
New South Wales 4½% 1935-45	91	4	19	0	5	7	0
New South Wales 5% 1945-65	98	5	2	0	5	3	6
New Zealand 4½% 1945	98	4	12	0	4	17	6
New Zealand 5% 1946	101¼	4	18	6	4	16	6
Queensland 5% 1940-60	99	5	1	0	5	3	0
South Africa 5% 1945-75	101	4	19	0	5	0	0
South Australia 5% 1945-75	98	5	2	0	5	0	0
Tasmania 5% 1945-75	100	4	18	6	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	0	0
West Australia 5% 1945-75	99	5	1	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	63	4	15	6	—		
Birmingham 5% 1946–56	103	4	17	0	4	17	0
Cardiff 5% 1945–65	102	4	18	6	4	18	0
Croydon 3% 1940–60	69	4	7	0	5	0	0
Hull 3½% 1925–55	77	4	9	6	5	0	0
Liverpool 3½ Redeemable at option of Corporation	73	4	16	0	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4	12	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4	13	0	—		
Manchester 3% on or after 1941	62	4	16	0	—		
Metropolitan Water Board 3% 'A' 1963–2003	65	4	12	0	4	17	0
Metropolitan Water Board 3% 'B' 1934–2003	66	4	11	0	4	15	6
Middlesex C. C. 3½% 1927–47	82	4	5	6	4	17	0
Newcastle 3½% Irredeemable	72	4	17	0	—		
Nottingham 3% Irredeemable	63	4	15	6	—		
Stockton 5% 1946–66	101	4	19	0	4	19	0
Wolverhampton 5% 1946–56	102	4	19	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	82½xd	4	17	0	—		
Gt. Western Rly. 5% Rent Charge	101xd	4	19	0	—		
Gt. Western Rly. 5% Preference	100	5	0	0	—		
L. & N. E. Rly. 4% Debenture	79½	5	1	0	—		
L. & N. E. Rly. 4% Guaranteed	79	5	0	6	—		
L. & N. E. Rly 4% 1st Preference	71¾	5	12	0	—		
L. Mid. & Scot. Rly. 4% Debenture	81	4	19	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	81	4	19	0	—		
L. Mid. & Scot. Rly. 4% Preference	77	5	4	0	—		
Southern Railway 4% Debenture	81	4	19	0	—		
Southern Railway 5% Guaranteed	100	5	0	0	—		
Southern Railway 5% Preference	95	5	5	0	—		

The Lawyers' Prayer Union.

ALL members of the legal profession, bar students, and articled clerks, who are desirous of Christian fellowship are cordially invited to become members of this Union.

Full particulars can be obtained on application to the Honorary Secretaries.

The next meeting (which will be open to all who are in sympathy with the objects of the Union) will be held by kind permission of The Law Society in their Council Room at The Law Society's Hall, Chancery Lane, on Friday, the 3rd of February, 1928, at 6 p.m., when a devotional address will be given.

286, Trinity Road, S.W.18. OWEN THOMPSON, K.C. FRANCIS C. CONINGSBY } *Joint Hon. Secs.*

A FREE DESK PAD

USEFUL FOR RECORDING 'PHONE MESSAGES, ETC., WILL BE SENT TO ANY SOLICITOR ON REQUEST.

The function of these pads is to remind Solicitors of our facilities for placing their newspaper advertisements at home or abroad; no obligation is involved in sending for one.

THE J. K. CLAYTON ADVERTISING AGENCY,
PARSONAGE CHAMBERS, MANCHESTER.
'Phone: Central 8134. Telegrams: "Adservice, Manchester."

VALUATIONS
OF MANUFACTURING PLANTS
DETAILED ITEMISED INVENTORIES
CONFIDENTIAL PERSONAL SERVICE
W. H. DRAPER,
8, DOUGLAS ROAD, LONDON, E.4.
'Phone: CHINGFORD 485.

EXPERT VALUER FOR PROBATE AND ALL PURPOSES.
HOUSEHOLD VALUATIONS.
Pearls, Emeralds, Diamonds, Ancient Silver, etc., Valued or Sold at my WEEKLY AUCTION SALES.
Estates Managed. Rents Collected.
Dilapidation Schedules Prepared.
Surveys for all Purposes Undertaken
W. E. HURCOMB,
CALDER HOUSE, PICCADILLY, W.1.
(Entrance, 1, Dover St.) 'Phone: Regent 6878-9.

To Solicitors, Trustees and Executors.
DEBENHAM, STORR & SONS, LTD.
AUCTION ROOMS.
(Established 1813).
Auctioneers and Valuers of all Classes of Property.
For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, &c.
Valuations made in Town and Country for all purposes.
Apply:
26, King St., Covent Garden, London, W.C.
Phone: 2399 Gerrard. Telegrams: "Viewing, London."

SALTER, REX & CO.
Chartered Surveyors, Auctioneers & Valuers
311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.
Telephones—HAMPSTEAD 4042 and CITY 8394.

J. J. HILL & WEAVER,
Auctioneers and Valuers of Licensed Property,
28, THEOBALD'S ROAD, LONDON, W.C.1.
T. J. Weaver, F.A.I. L. T. Weaver, F.A.I.
J. J. Hill, F.A.I. F. Weaver, F.A.I.
Telephone: Museum 6086 and 6087. Founded 1867.
Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, &c.

Telephone: Holborn 584 (3 lines).
WEATHERALL & GREEN
Surveyors, Valuers, Auctioneers, and Estate Agents,
22, CHANCERY LANE, W.C.2.
SALES BY AUCTION.
VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.
Rating Surveyors. Compensation Valuers.
Valuers of Licensed Property.

GLEDHILL & GLEDHILL
SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,
82, BOROUGH HIGH ST., S.E.1.
Factory and Warehouse Surveyors.
Hop. Properties entirely managed. 5026.

KNIGHT FRANK & RUTLEY'S
SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.
Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

PATENTS, DESIGNS AND TRADE MARKS.
WHEATLEY & MACKENZIE,
Consulting Engineers & Patent Agents,
40, CHANCERY LANE, LONDON, W.C.2.
Principal: Mr. S. Percival. Established 1883.

LONDON'S LADY DETECTIVE **MAUD WEST**
Every kind of Detective Work undertaken with Secrecy and Despatch. Divorce Shadowings, Secret Enquiries, etc. Male and Female Staff.
Albion House, 59, New Oxford Street, W.
Telephone: Museum 5120.

GENERAL BOOTH

earnestly appeals to all members of the Legal Profession to remember, and assist, as occasions arise, the widespread work of
THE SALVATION ARMY
This includes such as:
Evangelical, Maternity and Child Welfare, Rescue, Industrial Homes, Homes for Aged, Prison Gate Work, Missionary, Medical and Educational, Work amongst Lepers.
Legacy Forms, Reports, Annual Balance Sheets, on application to:
GENERAL BOOTH, 101, Queen Victoria Street, London, E.C.4.

INFORMATION REQUIRED.
2s. per line.

EDWARD CYRIL OWEN, deceased, of The Baltic and Mercantile Exchange, and Bevis Marks House, Bevis Marks.—Will any person knowing of a Will made by the above deceased, please communicate immediately with Messrs. Nisbet, Drew & Loughborough, Solicitors, 23 Austin Friars, London, E.C.2.

REGINALD JOSEPH MURRAY (deceased), otherwise known as REGINALD JOSEPH MARTINEZ-DE-LAS-RIVAS.—Will any person having in his possession any Wills or draft Wills made in or about the years 1919 and 1920 by the above-named deceased communicate immediately with Fletcher, Jones and Nicholls, Solicitors, 3, Devonshire-square, London, E.C.2?

FREDERICK PROCKTER (discharged from Royal Navy in 1907). Please COMMUNICATE with Messrs. Wigan & Co., Solicitors, Norfolk House, Victoria-embankment, London, when he will hear news to his advantage.

ANNIE MATILDA NAYLOR, deceased.—Will any person having in their possession any WILL, STOCK CERTIFICATES or other papers relating to the affairs of the above, late of 77, Geneva-road, Brixton, COMMUNICATE with Shelton & Co., Solicitors, 3, New Court, Lincoln's In London?

THE RIGHT HON. THE EARL OF MAYO, K.P., P.C., late of Palmerston, Straffan, Co. Kildare, and 32, Davies-street, Grosvenor-square, deceased.—All persons having CLAIMS against the estate of the above deceased are requested to send full particulars of same to the undermentioned Solicitors for the Executors.—WHITE and MEARES, 16, Molesworth-street, Dublin.

THE RIGHT HON. THE EARL OF MAYO K.P., P.C., late of Palmerston, Straffan, Co. Kildare, and 32, Davies-street, Grosvenor-square, London, deceased.—All persons having any PROPERTY of the above-named for safe keeping or storage will please COMMUNICATE with the undermentioned Solicitors for the Executors.—WHITE and MEARES, 16, Molesworth-street, Dublin.

GODDARD & SMITH,

SALES BY AUCTION AT 2 P.M. ON THURSDAY, 2ND FEBRUARY, 1928, IN THE ESTATE AUCTION HALL, AT THEIR HEAD OFFICES,

22, KING STREET, ST. JAMES'S, S.W.1.

Telephone; GERRARD 2727 (four lines).

Well-secured and remunerative

FREEHOLD INVESTMENTS

producing a gross income of

£6,973 15s. 4d. per annum

from SHOP and RESIDENTIAL PROPERTIES in

CLERKENWELL	NORWOOD
FULHAM	PECKHAM
FINSBURY	ST. PANCRAS
HARLESDEN	SHEPHERD'S BUSH
HOLBORN	TOTTENHAM
NOTTING HILL	WANDSWORTH

Particulars and Conditions of Sale of the Auctioneers, GODDARD & SMITH, 22, King Street, St. James's, S.W.1, or of the Vendors' Solicitors, Messrs. HAROLD MICHELMORE & CO., Market Street, Newton Abbot, Devon.

High Class Gilt Edged Investment.

26, DOVER STREET,

PICCADILLY, W.

FREEHOLD.

A spacious and imposing property, originally a famous private residence, and now used for business purposes. Let on full repairing lease, having about 12 years unexpired at the absolutely inadequate rental of £700 per annum, but of the present estimated rental value of

£1,750 per annum.

Particulars and Conditions of Sale of GODDARD and SMITH, 22, King Street, St. James's, S.W.1; Messrs. FENN, WRIGHT & CO., 146, High Street, Colchester, Essex; or of the Vendors' Solicitors, Messrs. SPARLING, SON & BENHAM, 3, West Stockwell Street, Colchester.

H. H. & J. ROBINSON,

F.A.I.,

Surveyors, Valuers, Auctioneers and Estate Agents,

42, CASTLE STREET, LIVERPOOL,

And at WATERLOO.

CAMBRIDGE: 27, Market Hill. OXFORD: 11, King Edward Street.

LONDON: 8, Suffolk Street, S.W.1.

J. CARTER JONAS & SONS.

ESTABLISHED 1858.

Surveyors, Land Agents, Auctioneers

P. A. NEALE, M.C.B.A.,

Certificated Bailiff,

15, Gt. Castle Street, Oxford Circus, W.1.

'Phone: LANGHAM 3774.

DISTRAINTS effected in all parts.

FIELD & SONS,

(Established over 100 years).

CHARTERED SURVEYORS, AUCTIONEERS VALUERS, LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES:

54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.

PALACE CHAMBERS, WESTMINSTER, S.W.1.

HARRODS, LTD.

Auctioneers, Estate Agents, Valuers.

LOCAL OFFICE:

WEST BYFLEET, SURREY.

FURNITURE AUCTION GALLERIES:

KNIGHTSBRIDGE.

ESTATE SALE ROOM AND HEAD OFFICE:

62-64, BROMPTON ROAD, S.W.1.

TELEPHONE: SLOANE 1234.

H. J. BLISS & SONS

MONTHLY SALES at the LONDON AUCTION MART, 155, Queen Victoria Street, E.C.4.

Special attention also given to

Management of House Property, Valuations, Specifications of Repairs and Dilapidations, Compensation Claims.

106, Cheapside, E.C.2 & 164, Bethnal Green Rd. E.2.

To BUY or SELL MICROSCOPES, TELESCOPES, WIRELESS APPARATUS, CAMERAS, LATHES, JEWELLERY, FISHING TACKLE, FURNITURE, PORCELAIN AND GLASS, ANTIQUES, CURIOSITIES, ARMS AND ARMOUR, BOOKS, NATURAL HISTORY SPECIMENS. VALUATIONS UNDERTAKEN.

Telephone: Gerrard 1824. *Telegrams:* "Auks, Rand."

GO TO

STEVENS'S

(Established 161 years)

PERIODICAL SALES.

Write, Call or 'Phone

STEVENS'S AUCTION ROOMS LTD.,

38, KING STREET, COVENT GARDEN, W.C.2.

ESTABLISHED 1852.

DRIVERS & NORRIS,

F.A.I.,

AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS

407, HOLLOWAY RD., N.7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phone NORTH 1503 & 1504.

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of REVERSIONS (Absolute and Contingent), LIFE INTERESTS and ANNUITIES, LIFE POLICIES, Shares and Debentures, Mortgage Debts and Bonds, and Kindred Interests, on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS.

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably Stock, London." Tel. No. City 1296 (3 lines).

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4. ('Phone: Holborn 1853) Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras, and R. Cambray & Co., 10, Hastings Street, Calcutta; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, January 21st, 1928.